



# Service Agreement

## A. CUSTOMER SITE INFORMATION

|                  |            |                 |              |
|------------------|------------|-----------------|--------------|
| Site Name:       |            | Effective Date: | Account #:   |
| Service Address: |            | Service Area:   | Salesperson: |
| City/State:      | Zip Code:  | Contact Name:   |              |
| Email:           | Telephone: | Fax:            | Mobile:      |

## B. BILLING INFORMATION

|                  |            |                        |         |
|------------------|------------|------------------------|---------|
| Billing Name:    |            | P.O. # Required? Y / N |         |
| Billing Address: |            | Billing Cycle:         | Deposit |
| City/State:      | Zip Code:  | Contact Name:          |         |
| Email:           | Telephone: | Fax:                   | Mobile: |

## C. NEW SCHEDULE OF SERVICE

| Qty | Service Type | Material | Size | Freq. | Compact Y/N | Wheels | Gates | Rate       | Schedule      |
|-----|--------------|----------|------|-------|-------------|--------|-------|------------|---------------|
|     |              |          |      |       |             |        |       | Month Haul | S M T W T F S |
|     |              |          |      |       |             |        |       | Month Haul | S M T W T F S |

## D. ADDITIONAL FEES

|   |                   |   |
|---|-------------------|---|
| Lockbar:  | Delivery:         | Relocate:   |
| Franchise Fee:  | Disposal Per Ton: |   |
| Additional Yardage Fee:   | Extra Pickup:     | Roll-off box not active after _____ days = \$ _____ per day service charge.               |
| A fuel recovery and environmental compliance fee may be included on your invoice. |                   | Roll-off container will have a per-pull charge and a minimum of 2.5 tons disposal charge. |
|   |                   | Dry Run Fee:  |

Other Instructions:

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Special Service:

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**THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_ redbox+ Dumpsters Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

**TERMS & CONDITIONS ON THE REVERSE**

\_\_\_\_\_ rb+D Manager Initials



## PERMANENT PLACEMENT SERVICE AGREEMENT TERMS AND CONDITIONS

redbox+ Dumpsters of \_\_\_\_\_

**Services to be Rendered:** Customer grants to redbox+ Dumpsters of \_\_\_\_\_ ("Company") the exclusive right to provide equipment and the collection, disposal and recycling of all of Customer's non-hazardous Waste Material (the "Services"). Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein.

**Waste Materials:** For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, tires, paint, mattresses, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulators (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

**Please NOTE: Customer may be required to remove any Excluded Materials from containers prior to pick up and Customer may be levied a trip charge of \$ \_\_\_\_\_ if Company must reschedule the pickup due to Excluded Materials being present in the dumpster at the time of pick up.. Customer agrees to reimburse 125% of any cost of disposal of Excluded Materials incurred by Company if Company elects to dispose of the Excluded Materials.**

**Loading Restrictions:** Customer must adhere to recommended safety precautions when loading Waste Materials into containers. This includes, but is not limited to weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Services will not be rendered until these requirements are met.

**Term:** The initial term ("Term") of this Agreement is \_\_\_\_\_ from the Effective Date set forth above ("Initial Term"). After the expiration of the Initial Term, this Agreement shall remain in effect until terminated by either Party in a writing sent to the other party. Any notice of termination sent under this Agreement must be sent at least sixty (60) days prior to the effective date of termination.

**Liquidated Damages:** If the Customer terminates the Agreement prior to the expiration of the Initial Term for any reason other than a default by Company, then Customer shall pay the Company 60% of the current monthly rate multiplied by the number of months remaining on the term, plus any attorney's fees which the Company should incur to enforce this Agreement. Customer acknowledges that the actual damage to the Company in the event of breach is difficult to fix or prove, and the foregoing liquidated damage amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstance for any special, incidental or consequential damages arising out of or in connection with performance of the Agreement.

**Taxes and Municipal Charges:** Pricing quoted does not include applicable sales tax or municipality franchise fees and surcharges, if any.

**Customer's Duties and Liability:** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and to its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. Customer shall not overload the equipment, nor use it for incineration purposes. Customer is liable for any loss, damages or costs in excess of reasonable wear and tear. Under no circumstances shall any container be filled above the top of the container.

Customer shall not move dumpsters and other Company equipment from original delivery location. Any movement by use of heavy equipment or other means which may cause damage to the Company's equipment is prohibited. Customers who move Company equipment will be liable for the cost of any and all repairs necessary to the Company equipment as a result of the Customer's prohibited activity.

**Access:** Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface, curbing, resulting from Company's provision of the Services hereunder. Customer warrants and represents that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles, and Company shall not be liable for any damage that may occur in the event that Customer's representation is inaccurate.

**Permits:** Customer is responsible for obtaining from relevant municipal and/or county authorities any permits required for the placement of containers at the site, and for ensuring that the location of the equipment complies with all applicable ordinances, regulations, etc.

**Limited Liability:** Company (including the franchisor, any parents, affiliates, officers, directors, employees, or other agents of Company) shall not be liable to Customer or any other party beyond the remedies set forth herein including any liability for Company's

equipment malfunction or unavailability for use. Company will not have any liability for any damages arising from the Customer's use, authorized or unauthorized, of the Company's equipment. Company will not be liable for lost profits, loss of business, or other incidental, indirect, consequential, special, or punitive damages or for any claim by any third party except as expressly provided herein. This limitation shall apply regardless of the cause or circumstance giving rise to such loss, damage, or liability, even if such loss, damage or liability is based on negligence or other torts or breach of contract. Company shall not, in any case or under any circumstance, be liable or responsible for any damage to property or injury to persons or death suffered in the use, operation, and/or handling of Company's equipment covered by this Agreement or otherwise in connection therewith, no matter how caused or occasioned. Customer assumes all risk and liability for and in connection with the Company's equipment covered by and during the terms of this Agreement or any extended rental period as noted above, and Customer indemnifies and holds Company harmless from all claims, lawsuits, loss, injuries (including death), liability and expenses, including attorney's fees, by reason of Customer's use, operation, transportation, and/or handling of the Company's equipment, excepting any loss due to the gross negligence or intentional misconduct of Company. Customer has been given and understands operating and safety instructions.

**Charges; Payments; Adjustments:** Company shall invoice Customer monthly. Upon receipt of the invoice, Customer shall have fifteen (15) days to remit payment to Company. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within fifteen (15) days of the date of the invoice. Company may increase the charges to address quoted on the invoice in response to any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials, to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to assess a fuel surcharge, assess an environmental fee, reflect material increases of disposal and/or transportation costs. Increases in charges for reasons other than as provided above require the consent of Customer which may be received by the Company verbally or in writing. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds.

**Payment Dispute:** In the event Customer fails to pay Company for the Services or in the event Customer is in default of this Agreement, the Customer hereby grants the Company access to enter Customer's premises and remove Company's equipment and any materials deposited therein. The Company may also leave equipment on site, without providing Service, until payment in full is made, without incurring any occupancy or other charges. Customer shall remain liable for all monthly fees incurred during suspension of Service for non-payment and a "resume-service" fee at Company's discretion. Customer shall indemnify, defend and hold Company harmless from any claims and costs for the removal of Company's equipment and the removal of Customer's materials from Company's equipment.

### Miscellaneous:

(a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment; and the affected party shall be excused from performance during the occurrence of such events.

(b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, whether written or oral, that may exist between the parties

(d) This Agreement shall be construed in accordance with the law of the state in which the Company has its principal place of business, unless otherwise required by law.

(e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to \_\_\_\_\_

(f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement. However, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

(g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

**Communication:** By signing this document and submitting it to redbox+ Dumpsters of \_\_\_\_\_, I agree to receive recurring marketing messages via email and/or text/SMS from redbox+ Dumpsters of \_\_\_\_\_ to the provided mobile number. Message frequency will vary. Message and data rates may apply. I understand I can unsubscribe from the messages at any time by replying with the word UNSUBSCRIBE.

\_\_\_\_\_ Customer's Initials