

DANS TRASH SERVICE
1950 N.ELLCOTT HWY
CALHAN, CO 80808

Phone: 719-683-6700
Fax: 719-683-5225

SERVICE AGREEMENT
NON-HAZARDOUS WASTE

Account

Name _____

Address _____

City, Zip _____

Contact _____

Billing

Name _____

Address _____

City, Zip _____

Contact _____

EQUIPMENT/SERVICE SPECIFICATIONS

Equipment size/Description: _____

Frequency _____ Billing schedule _____

Service charges _____

Deliver/Set fee: _____ One time charge, on refundable

Special Instructions:

Term: This term of this agreement shall be for twelve (12) months from the effective date of service, and shall be automatically renewed for twelve (12) months thereafter unless either party shall give written notice of termination to the other party at least sixty (60) days but not more than one hundred eighty (180) days prior to the termination of the initial term or any renewal term.

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

Customer

(Authorized Signature)

(Print of Type name)

Title

Date

Contractor

(Authorized Signature)
Dan's Trash Service

Title

Date

Services rendered: Customer grants to the undersigned (Dan's Trash Service) the exclusive right to collect and dispose of all Customer's Waste Materials (which includes recyclable materials) and agrees to make the payments as provided for herein and agrees to furnish such series and equipment specified above, all in accordance with the terms of this Agreement. If Master Agreement is checked on the front of this agreement, this service agreement applies to all the customer service locations.

Charges and Payments: Customers shall pay Contractor on a monthly basis for the collection and disposal service provided by Contractor (Including all charges for the equipment maintenance) in accordance with the schedule of charges shown on the reverse side of this Agreement. Payment shall be made by Customer within (10) days after receipt of an invoice from Contractor. Contractor may impose, and Customer agrees to pay a late fee and Interest for all past due payments not to exceed the maximum rate allowed by the applicable law. In the event that any payment is not made when due, Contractor may, at its sole option, terminate this Agreement on notice to the Customer and recover all past due payments, recovery and equipment on the premises of the Customer and to recover liquidated damages from Customer as set forth below.

Rate Adjustments: Because disposal and fuel costs constitute a significant portion of the cost of Contractors services provided hereunder. Customer agrees that Contractor may increase the rates hereunder proportionately to adjust for and increases in such costs or any increase in transportation costs due to changes in locations in the disposal facility. Customer agrees that Contractor may also increase the rates from time to time to adjust for increases in the Customer Price Index and Customer agrees that contractor may also proportionately pass through to Customer increases in the average weight per container yard of the Customers Waste Materials, increased in Contractors costs due to changes in local, state, or federal rules. Ordinates regulations applicable to Contractor's operations or the services provided hereunder, and increase the taxes, fees, or other governmental charged assessed against or passes through to Contractor (other than income or real property taxes) and shall not be withheld by the customer. Contractor may only increase rates for reasons other than set forth above with the consent of the Customer: Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.

Charges: Charges in the schedule of Charges, frequently of collection services, number, capacity, and/or type of equipment may be agreed to orally, in writing, or by the actions ad practices of the parties.

Waste Material: Customer represents and warrants for the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean solid waste generated by customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material. The term "hazardous material" shall include but not limited to any amount of waste listed or characterized by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery act of 1976 as mended, or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's truck. Title to and liability for any waste excluded above shall remain with Contractor and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against all damaged, penalties, fines and liabilities resulting from or arising of such waste excluded above. No Construction material.

Driveways and Parking Areas: Customer warrants that any right of way provided by Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all of Contractor's equipment and vehicles reasonable required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any rout reasonable necessary to perform the services herein contracted and Customer assumes all liabilities for damage to pavement or road service. Customer must have a concrete pad or sturdy sheet of plywood.

Equipment:

a) **Responsibility:** The equipment furnished hereunder by Contractor shall remain the property of the Contractor. However, Customer acknowledges that is has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for the normal wear and tear or for loss damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees to not overload by weight or volume, move or alter the equipment, and shall use the equipment only for its proper and intended use. Customer agrees to indemnify, decline and hold Contractor against all claims, damages, suits, penalties, fines and liabilities for injury of death to persons or loss or damage to property arising from the customers use, operation or possession of the equipment.

b) **Access:** Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regular scheduled pickup cannot be made, Contractor will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, Contractor reserve the right to charge and addition fee for any additional collection service required by Customer's failure to provide such access.

c) **Definition:** The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of the waste material including stationary compaction units, stationary bailing units, waste material loading devices, tanks, tankers, and such other on site devices as may be specified on the face of this agreement.

Liquidated Damages: If the Customer defaults or attempts to cancel Contractor's service or the Agreement, Customer agrees that the Contractor's actual damages would be difficult, if not possible, to calculate, therefore, Customer agrees that in such event shall pay all past due sums, and in addition, shall pay as liquidated damages and not a penalty an amount equal to 30% of the product of the last monthly charge at the time of default or cancellation multiplied by the number of months then remaining in the current terms of the Agreement, plus all attorney's fees. Contractor need to enforce its right against Customer Cancellation of said contract.

Attorney's Fees: In the event of a breach in this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees, and three costs of the party incident to any action brought to enforce the Agreement. In the events Customer fails to pay Contractor all amounts which becomes due under this Agreement, or fails to perform its obligations hereunder, and the refers such a matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.

Right To Compete: Customer grants to contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provisions of nonhazardous waste collection and disposal service upon the termination of this agreement for any reason, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it.

Assignment and Benefit: This Agreement shall not be affected by any changes in the Customer's service address if new such address is located within Contractor's service Area. The agreement shall be binding on the parties and their successors and assigns.

Excused Performance: Neither party hereto shall be liable for its failure to perform or delay in performance hereunder to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or government orders, inability to get container, fires and acts of God such failure shall not constitute a Default under this agreement.

Customer Initials: _____