



Red Truck Recycling Inc.

Client Information

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name*	Initial	Address*
<input type="text"/>		<input type="text"/>
Last Name*		City*
<input type="text"/>		<input type="text"/>
Company Name		Zip Code*
<input type="text"/>		<input type="text"/>
Phone Number*		Email*

Delivery Instructions

Site contact for delivery*  **To be used by our driver upon delivery**

This agreement legally binds ("Customer") and Red Truck Recycling, Inc. to the conditions listed below and in accordance with the laws of the State of Florida in effect at the time of signing this agreement. Red Truck Recycling, Inc. agrees to provide the "Customer" with non-hazardous solid waste collection, transportation, disposal, and recycling services.

Signatures

RED TRUCK RECYCLING, INC.

Servicer/Provider Print Name

Date: _____



Servicer/Provider Signature

Customer Print Name*

Date: _____

Customer Signature*



Service Agreement

THIS AGREEMENT, MADE ON THE LAST DATE OF EXECUTION BELOW, BY AND BETWEEN RED TRUCK RECYCLING, INC. , ("SERVICER/PROVIDER"), AND CUSTOMER. SERVICER/ PROVIDER AND CUSTOMER MAY BE REFERRED TO COLLECTIVELY AS THE "PARTIES."

WHEREAS, customer desires to hire Servicer/Provider to provide waste disposal services, pursuant to this Agreement and the terms and conditions set forth herein;

AND WHEREAS, Servicer/Provider desires to provide services in accordance with said terms and conditions and to receive compensation as provided herein;

NOW, THEREFORE, in consideration of the agreements, promises, and terms and conditions herein, the Parties agree as follows:

- 1. SERVICE.** "Customer" agrees to give Red Truck Recycling, Inc. at least 24 hours notice for service (dumpster delivery, exchange, termination or relocation). If a call for service is received after 12 p.m. (noon), Red Truck Recycling, Inc. cannot guarantee service for the same day. There may be times when a delay could be incurred in servicing your needs due to inclement weather, traffic conditions, etc. If you require Red Truck Recycling, Inc. to relocate a dumpster, there will be a \$100 relocation fee.
- 2. PROHIBITED WASTE.** "Customer" agrees not to put any hazardous or toxic waste in the dumpster as it is against the law. All hazardous or toxic waste found in the dumpster will become the responsibility of the "Customer". At Red Truck Recycling, Inc.'s discretion, Red Truck Recycling, Inc. may return the hazardous or toxic waste found in the dumpster and charge the "Customer" a **\$100 "Dry Run" fee**. At Red Truck Recycling, Inc.'s discretion, Red Truck Recycling, Inc. may charge "Customer" a disposal fee for the hazardous or toxic waste found in the dumpster as detailed below in "Item Hazardous or toxic waste includes industrial waste, waste containing asbestos, septic tanks and waste, paint, cleaning solutions, biomedical waste, pesticides, solvents, automobiles, automobile parts, tires, oil, oil filters, oil containers, gas cans, propane tanks, batteries of any kind, appliances with Freon (air conditioners, refrigerators, etc.), Freon aerosol cans, foam aerosol cans, electronics (TV's, computers, monitors, computer parts, radios, etc.), hazardous waste (ballasts with PCB's devices containing mercury, fluorescent bulbs, etc.) telephone poles, railroad ties, clothing of any kind and household garbage. *In Collier County, you cannot mix yard debris in a dumpster with any other waste.*
- 3. DISPOSAL FEES.** At Red Truck Recycling, Inc.'s discretion, Red Truck Recycling, Inc. may charge "Customer", and "Customer" agrees to pay, a disposal fee for the hazardous or toxic waste found in the dumpster.
- 4. EQUIPMENT.** All equipment furnished by Red Truck Recycling, Inc. shall remain the property of the 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 for its contents while at "Customer's" location. "Customer" shall not move or alter the equipment and shall use the equipment only for its intended purpose. "Customer" shall provide unobstructed access to the equipment on the scheduled pick-up day. Red Truck Recycling, Inc. is NOT responsible for any damage to "Customer's" property, including walkways, curbing, pavement, driveways, pavers, irrigation wells, septic or underground utilities resulting from the company's provision of services. "Customer" warrants that the right of way is sufficient to bear the weight and physical dimensions of the Red Truck Recycling, Inc.'s equipment and vehicles. "Customer" understands that lawn damage may occur during a construction/clean-up project. No repair is offered or provided.
- 5. OVERFILLED DUMPSTERS.** "Customer" agrees not to over-fill the dumpster **beyond the TOP** of the dumpster. An over-filled dumpster may allow debris to fall out and damage other cars and trucks, and it is against the law to transport an over-filled dumpster. Red Truck Recycling, Inc. reserves the right to refuse to pick up an over-filled dumpster. If over-filled, the "Customer" will be responsible for removing over-filled debris down to the top of the dumpster. An additional charge to the "Customer" of a **\$50 "Overfill" fee** will apply.
- 6. OVERWEIGHT DUMPSTERS.** Red Truck Recycling, Inc. reserves the right to refuse to pick-up a dumpster with an estimated weight of 16,000 pounds. If overweight, the "Customer" will be responsible for removing debris down to less than 16,000 pounds. An additional charge to the "Customer" of a **\$200 "Overweight" fee** will apply.
- 7. DAILY RENTAL.** A daily rental fee of **\$5 per day** will apply after fourteen (14) days if the dumpster is not exchanged or pulled.
- 8. INDEMNITY.** The "Customer" agrees to indemnify, defend, and save Red Truck Recycling, Inc. harmless from and against any and all liability which Red Truck Recycling, Inc. may be responsible for or payout as a result of bodily injuries (including death), property damage or any violation or alleged violation of the law to the extent caused by "Customer's" breach of this Agreement or by any negligent omission or willful misconduct of the "Customer" or its employees, agents, or contractors in the performance of this agreement. Neither party shall be liable to the other for consequential, incidental, or punitive damages arising out of or in connection with the performance or non-performance of this agreement.



- 9. FORCE MAJEURE.** In the event that performance by any Party is affected by any cause beyond the reasonable control, including without limitation, fire, labor strife riot, war, weather conditions, acts of a public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulation or request or requisition for national defense, and provided that the applicable cause is not attributable to the acts or omissions of such Party, and such Party is taking reasonable measures to remove or mitigate the effects of the applicable cause, the running of all obligations required herein shall be suspended during the continuance of such interruption, and such Party shall promptly notify the other of such interruption. Such period of suspension shall not in any way invalidate this Agreement, but upon the resumption of operations, any affected performance by such Party shall be resumed.
- 10. ENTIRE AGREEMENT.** This Agreement, and any Exhibits attached hereto, constitute the entire agreement between the Parties, and supersedes any prior agreements, representations, warranties, statements, promises, arrangements, and understandings, whether oral or written, expressed or implied, with respect to the subject matter hereof.
- 11. CAPTIONS.** The captions set forth in this Agreement are for convenience only and shall not be considered a part of this Agreement nor affect in any way the meaning of the terms and provisions hereof.
- 12. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by either Party without the written consent of the other Party, except to a wholly owned subsidiary of such Party.
- 13. AMENDMENT.** No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.
- 14. SEVERABILITY.** Any term or provision of this Agreement that is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- 15. WAIVER.** No waiver of any right, power, or privilege hereunder shall be binding upon any Party unless in writing and signed by the Party against which the waiver is being asserted.
- 16. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, any or all of which constitute one and the same instrument.
- 17. GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties agree that venue for enforcement of this Agreement shall be proper in a court of competent jurisdiction located in Collier County, Florida.
- 18. COMPLIANCE WITH LAWS & REGULATIONS.** The Parties shall, at all times, comply with all applicable federal, state, and municipal laws, rules, and regulations.
- 19. ATTORNEY FEES.** If any party hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, and the non-prevailing party shall pay, in addition to all other damages to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs, even if not recoverable by law.
- 20. WAIVER BY JURY TRIAL.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.