

# On-Call Container Service Agreement

The parties to this Contract are EnviroUSA, LLC, d.b.a. Emmett Sanitation (herein after referred to as "Emmett Sanitation" or "Contractor") and Customer (herein after referred to as "Customer"). This Contract represents the entire understanding and agreement between the parties relating to the management of solid waste and/or recycling and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same.

## EQUIPMENT, COLLECTION, PLACEMENT

Customer acknowledges that it has the care, custody, and control of the equipment provided by Contractor and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of the Contractor. Therefore, Customer expressly agrees that Customer will be responsible for the safekeeping of the equipment, including without limitation, blocking or anchoring to withstand wind, vandals, and other conditions, and for the condition of the location(s) and approaches thereto, and shall insure that containers are located upon a hard, level surface. Customer accepts responsibility for the safe use of the equipment by Customer and those it authorizes to load waste therein. Customer agrees to defend, hold harmless, and indemnify Contractor against all claims, lawsuits, and any other liability for injury to persons or damage to property or the environment connected with or arising out of Customer's (including Customer's employees and agents) use, operation, possession, or placement of container(s), or breach of any warranty or obligation in this Contract by Customer.

Customer is solely responsible for determining the location and placement of any Contractor's container(s), and for ensuring that such placement(s) comply with fire, building, municipal, and/or health codes applicable to Customer's property. Emmett Sanitation containers must remain in the same location delivered. If the containers are not in the same location delivered, they will not be serviced. Due to unforeseen problems on the route, Contractor cannot guarantee the same time of pickup each day. Customer agrees to provide unobstructed access to the equipment at all times on scheduled collection days. If the equipment is located behind a gate, the gate must be unlocked and opened as Contractor is not responsible for opening/closing and/or unlocking/locking gates. Equipment to which clear and unobstructed access is not provided will not be serviced. Customer warrants that any right of way provided by Customer for Contractor's equipment is sufficient to bear the weight of all equipment and vehicles reasonably required to perform the service contracted. Contractor shall not be responsible for damage to any property of any route reasonably necessary to perform the services contracted. This includes, but is not limited to, driveways, alleyways, easements, irrigation, or landscaping. Customer assumes all liabilities if damage occurs.

**Additionally, if the Customer's driveway is painted and/or coated, Contractor is NOT responsible for any damage to the painting/coating.**

Customer agrees that all reusable equipment shall remain the property of Contractor. The equipment shall be utilized only for its intended use and shall not be altered. Customer shall not disfigure or cover up any numbering, lettering, or insignia displayed on the equipment and shall see that the equipment is not subjected to careless and unusually or needlessly rough usage. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Contractor shall have the right to take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Customer hereby waives any and all damages occasioned by such taking of possession. Customer will be responsible for service fees associated with the container and its care until equipment can be removed from the site.

## **WEIGHT & CONTAINMENT**

Customer agrees not to overload the container and will not place material (e.g. plywood) on the sides of the containers to make them larger. Customer understands that containers with waste exceeding the top will not be emptied. Weight must be evenly distributed throughout the container. When loading inert materials, including dirt, rock, block, concrete, or asphalt, do not load the container more than 18 inches high (additional charges may apply, as described below).

Containers with dirt, rock, concrete, block, tile, cactus, shingles, manure, or other heavy material may be too heavy for the truck to dump. If the truck is unable to dump the container, the Customer will be responsible for partially emptying the container in order to lighten the load (additional fees may apply if a second trip is needed to empty the container). If the truck is able to dump the heavy container, additional charges may be incurred to cover landfill fees. Emmett Sanitation reserves the right to increase prices for service where equipment is consistently reported as containing heavy material.

## **UNACCEPTABLE WASTE**

Customer agrees not to place any hazardous, radioactive, toxic, explosive, or corrosive materials (including tires, oil, paint, batteries, and antifreeze) into the waste to be picked up by Emmett Sanitation. Appliances (including washers, dryers, water heaters, and refrigerators) and furniture longer than four feet in length (including couches, bed frames, and mattresses) also may not be placed into the container. Customer understands that containers with these items will not be emptied. In the event that said materials are placed into containers serviced by Emmett Sanitation, the Customer agrees to be solely liable for any and all required remedial action.

Customer agrees to reimburse Emmett Sanitation for any regulatory fines attributable to the Customer improperly packaging, manifesting, or labeling the waste picked up and transported by Emmett Sanitation. Customer understands that service is subject to immediate cancellation if any of the above mentioned materials are placed into the waste collected.

## **SERVICE FREQUENCY**

**Customer understands that these services are not setup on a regularly scheduled collection – the Customer is responsible for contacting Customer Service to schedule service.**

**Containers on this service type must be emptied at least once every 30 days to avoid a minimum service charge.**

Included days and minimum service fees are subject to change at any time and without prior notice.

## **PAYMENT**

Customer may be requested to prepay base charges upon initial setup of the account and on the day of request for any subsequent services. Customer agrees to pay additional charges, if applicable, for any fees incurred from services (heavy material, trip charges, minimum service, unauthorized material, etc.). These fees, unless otherwise agreed in writing, will be charged to the customer's stored payment method or via invoice after services have been performed.

There will be a late fee of 1.5% or \$5.00 per month, whichever is greater, for any outstanding balances that are past due. Late fees are subject to change at any time and without prior notice. Unpaid balances may also be charged to the customer's stored payment method. In the event of default, in addition to the late fees stated above, the Customer agrees to pay all attorney's or collection fees, court costs, and other expenses reasonably incurred.