

RIVER CITY ROLLOFFS, INC.
Service Agreement

SERVICES RENDERED: River City Rolloffs, Inc. (RCR) agrees to furnish the equipment for collection of recyclables and/or solid waste and to provide recycling and/or disposal services as specified by The Customer (Customer). Customer shall notify RCR of any and all recycling efforts by Customer. Customer agrees to make payment for said services according to payment terms and conditions set forth by RCR. **[Payable To: River City Rolloffs, Inc.] [Remit to: P.O. Box 142028 Austin, Texas 78714-2028]**

BINDING EFFECT: This Agreement is a legally binding contract on both the part of RCR and Customer and their respective heirs, successors, and assignees in accordance with the terms and conditions put forth herein. Customer shall make payment to RCR within ten (10) days of receipt of the invoice from RCR. RCR may impose and Customer agrees to pay a late fee for all past due payments. A late fee may not exceed the maximum allowable by applicable state law. In the event Customer fails to perform its obligation to remit payment, and payment is collected through an attorney, collection agency or other proceedings, then Customer agrees to pay in addition to the amount due, reasonable attorney's fees, court costs, interests and other applicable fees.

WASTE MATERIAL: The material to be collected and disposed of by RCR, pursuant to this Agreement, is solid waste generated by Customer *excluding* hazardous materials or materials that require a hazardous or toxic license or permit to transport. Hazardous Materials shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local, state or federal government. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls ("PCBs") and petroleum. Title to and liability for any waste excluded above shall resign with Customer and Customer expressly agrees to defend, indemnify and hold harmless RCR from and against any and all damages, penalties, fines and legalities resulting from and arising out of such waste excluded above.

RECYCLABLE MATERIAL: The material to be collected and processed by RCR, pursuant to this Agreement, is recyclable material generated by Customer *excluding* non-recyclable solid waste, putrescible waste, household garbage and hazardous materials as defined above. RCR, at its discretion, shall collect and dispose of any and all material generated by and intended to be recycled by Customer that RCR deems and/or suspects may be contaminated with non-recyclable material and/or solid waste. *See attached list of materials accepted by RCR.*

LIABILITY FOR EQUIPMENT: Customer acknowledges that it has the care, custody, and control of the equipment owned by RCR and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of RCR. Therefore, Customer expressly agrees to defend, indemnify, and hold harmless RCR from and against any claims for loss or damage to property, or injury or death of person or persons, resulting from or arising in any manner out of customer use or operation of any equipment furnished under this agreement.

DAMAGE TO PROPERTY: Customer acknowledges that RCR shall not be liable for any damages to pavement, curbing or surfaces, or subsurface utilities, such as sprinkler heads and water lines, resulting from trucks servicing an agreed upon area.

RATE ADJUSTMENTS: RCR reserves the right to adjust its rates based upon increases or decreases in fuel costs, disposal facility costs or due to changes in local, state, or federal laws and regulation.

ROLL OFF CONTAINER SERVICE: All roll off containers must be loaded uniformly and shall not be overloaded by weight on either side or end of the roll off container or above the top rail. RCR reserves the right not to remove the container from the Customer's jobsite if the container has been deemed too heavy, or overloaded by any means, to transport safely by RCR. In said case, if the roll off container is not loaded properly or too heavy to pick up, Customer will be required to off load the roll off container until RCR can safely transport it. Customer may be subject to a "no haul" fee if deemed necessary by RCR. A "no haul" fee is encountered when RCR has been called to Customer's job site with no services rendered by RCR.

RETURNED CHECK POLICY: There will be a set fee of \$35.00 for any payment received by RCR that is deemed insufficient funds.

I hereby agree to the terms and conditions of this Service Agreement and acknowledge receipt of RCR's Schedule of Service Charges and Rolloff Rules for Safety..

Authorized Signature

Date

Printed Name

Title

Company Name