



SERVICE AGREEMENT

SERVICES RENDERED: Green City Waste & Recycle Solutions Inc. (GCWRS) 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 GCWRS 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 GCWRS. **[Payable To: Green City Waste & Recycle Solutions] [Remit to: P.O. Box 217, Valley Park, MO 63088]**

BINDING EFFECT: This Agreement is a legally binding contract on both the part of GCWRS and Customer and their respective heirs, successors, and assignees in accordance with the terms and conditions put forth herein.

PAYMENT: Unless otherwise agreed the customer shall make PAYMENT IN ADVANCE for all quoted service, by either Major Credit Card, Cash, Money Order or Pre-approved personal or business check. Customer's paying via Cash, Check or Money Order are subject to a security deposit, the amount of such deposit to be determined at the time of order. The customer further agrees to pay any and all additional charges, such as over service weight landfill charges, additional rental fees, no haul fees, fees incurred as a result of weights in excess of pre-included amounts, any costs as a result of damage to company equipment from customer negligence, or from removal of hazardous or prohibited material. **Customer's that pay by credit card and incur additional fees will have the credit card charged for those fees. Customers with a deposit on file will have any additional charges deducted from the deposit prior to any refund being issued.** 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 GCWRS, 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 GCWRS 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 GCWRS, 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. GCWRS, at its discretion, shall collect and dispose of any and all material generated by and intended to be recycled by Customer that GCWRS deems and/or suspects may be contaminated with non-recyclable material and/or solid waste. *See attached list of materials accepted by GCWRS.*

LIABILITY FOR EQUIPMENT: Customer acknowledges that it has the care, custody, and control of the equipment owned by GCWRS and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of GCWRS. Therefore, Customer expressly agrees to defend, indemnify, and hold harmless GCWRS 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 GCWRS 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: GCWRS 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. GCWRS reserves the right not to remove the container from the Customer's jobsite if the container has been deemed too heavy (>18,000 lbs), or overloaded by any means, to transport safely by GCWRS. 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 GCWRS can safely transport it. Customer may be subject to a "no haul" fee if deemed necessary by GCWRS. A "no haul" fee is encountered when GCWRS has been called to Customer's job site with no services rendered by GCWRS. All containers are subject to removal and disposal of contents after one week.

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

AUTHORITY: The signer above represents and warrants that he/she has read the document and understands its contents and is duly authorized to execute this agreement and agrees to reimburse the company for all expenses or damages incurred. The customer understands and agrees that all services rendered to the individual/company for whom he/she is the responsible party are charged directly to him/her and that he/she is personally responsible for payment. The customer understands that if service is suspended or terminated, any fees for services rendered to him/her will be immediately due and payable. The customer understands that interest may be charged on overdue accounts at that highest rate allowable by Missouri law.