

TERMS AND CONDITIONS

1. 1. ADDITIONAL FEES: If the rental is cancelled with less than 24 hours' notice, the rental cost will be refunded minus \$85.00 cancellation fee. If customer requests equipment to be moved after placement, a relocation fee may be billed depending on the circumstances. Additional cleanings requested after rental will be billed at a rate of \$89.00 per unit during normal working hours. Additional cleanings requested on weekends or after hours will be billed at a higher rate and quoted before services are performed. If the price of fuel exceeds \$4.25 per gallon, A minimum fuel recovery charge of 5% of the invoice amount will apply.
2. TERM: Customer and Plummers Disposal (PDS) agree that this is a legally binding contract, and the terms of this agreement for the removal of non-hazardous waste material is as noted in the fields at the top of this document, and all subsequent loads at this location.
3. CHANGES IN COST: PDS reserves the right to adjust rates charged to the Customer for the services provided based on changes in disposal and fuel costs, changes in law and regulations, State and Federal taxes and fees, increases in the Consumer Price Index (CPI) and other costs not under the control of PDS. Changes in the characteristics of waste material may also affect the rate charged.
4. PAYMENT: Customer agrees to pay PDS for services rendered under this agreement. Unless otherwise noted, payment is required before equipment is delivered. Customer will be responsible for any additional charges due to mis-use of equipment or rental charges for keeping equipment longer than originally scheduled. A credit card is required to be kept on file for customers without terms and for balances past 45 days for customers with terms. A credit application is required to determine credit status.
5. EQUIPMENT: All equipment provided by PDS for the storage and disposal of Customer's waste material remains the sole property of PDS. Customer is responsible for the care of the equipment in their possession and will be charged for damage beyond normal wear and tear, or for uses of the equipment for which it is not intended.
6. PREMISES: Customer authorizes PDS to enter upon Customer's property for the purpose of waste removal, and delivery, maintenance, and removal of PDS's equipment. Customer agrees to keep area around PDS's equipment free of obstruction including ice, snow, parked cars, etc. so PDS may provide service in a safe, efficient, and orderly manner. Although PDS agrees to use caution while on the Customer's premises, except in the case of negligence, PDS is not responsible for damage caused by PDS's equipment in the normal execution of the PDS's duties.
7. MODIFICATIONS: Any handwritten modifications initiated by parties to this agreement shall supersede any printed notation. This Agreement constitutes the entire understanding between the Parties, replacing and amending any prior agreements, and shall be binding upon all Parties, their successors and assigns. PDS is an independent contractor, and is not an agent, nor an authorized representative of Customer.
8. FINANCE: Customer will charged a 1.5% monthly fee (18% annual fee) for all invoices past 45 days. All past due invoices and the cost of the collections process including reasonable attorney fees in the event of litigation will be the responsibility of the customer. Returned checks will be assessed a service charge of \$55.00 for each occurrence.
9. MISCELLANEOUS: This Agreement shall be governed by the laws of the State in which PDS's principal office is located, and any disputes shall be resolved within this jurisdiction. If any provision of this Agreement is held unenforceable, this Agreement shall remain in effect and be construed without regard to such provision.

Signature: _____

Date: _____