



HANSON & FITCH

P.O. Box 175, Danville, CA 94526 Phone:800-847-7037 Fax: 925-406-1340
Email: info@hansonfitch.com

Customer Information

Company Name: _____ Billing Name: _____
 Service Address: _____ Billing Address: _____
 Site Contact: _____ Billing Contact: _____
 Phone Number: _____ Phone Number: _____ Fax: _____
 Payment Type: Credit Card # _____ Type: _____ Exp: _____
 Check # _____ Invoice Account

Service Information

Delivery Date: ____/____/____ Removal Date: ____/____/____
 Service Start: ____/____/____ Service End: ____/____/____

QTY	SIZE	TYPE	FREQ	ORG	REC	WHEELS	TOTAL

SPECIAL INSTRUCTIONS / NOTES:

Please note tonnage limits 40 yard: 5 tons, 30 yard: 4 tons, 20 yard: 3 tons, 10 yard: 8 tons (10 yard must be clean concrete, 2x2 pieces) Over tonnage fee: \$99/ per ton

PERMISSION(S)

DRIVE ON TO PROPERTY YES NO INITIAL: _____
 KEY AND/OR ACCESS TO CONTAINER YES NO INITIAL: _____

SIGNATURES

 Customer Authorized Signature

 Print Name

 Position/Title Date

 H&F Authorized Signature

 Print Name

 Position/Title Date

The terms and conditions of service are on the reverse side of this agreement



SERVICES CLAUSE

- Section 1** **Services Performed** Customer confers to the undersigned Hanson & Fitch, Inc. (**H & F**) the exclusive right to collect and dispose of all Customer's Waste materials and agrees to make the payments as provided for herein. **H & F** agrees to furnish such services and equipment specified above and all in accordance with the terms of this Agreement
- Section 2** **Term** The initial term of this agreement is seven (7) days from the date **H & F** equipment is delivered to customer's service location. Any additional time is to be negotiated prior to delivery.
- Section 3** **Waste Materials** The waste material collected and disposed of by **H & F** must be solid waste generated by the customer. Customer agrees not to deposit excluded waste material in **H & F** equipment or place near the collection area. Excluded waste materials includes but is not limited to radioactive, corrosive, volatile, highly flammable, explosive, biomedical, infections, bio-hazardous, toxic hazardous materials as defined by the federal, state, provincial or local laws and regulations.
- Section 4** **Title** **H & F** will have title to the waste material when it is loaded into the **H & F** truck. Title to and liability for an excluded waste will remain with customer and customer agrees to defend, indemnify and hold **H & F** harmless of any damages, penalties, fines, and liabilities resulting or arising from the deposit of excluded waste in **H & F** truck container or other equipment.
- Section 5** **Payments** Customer agrees to pay **H & F** upon delivery unless otherwise specified for the services and equipment furnished by **H & F** in accordance with the charges and rates provided within this agreement. Customer must make payment by credit card to **H & F** prior to delivery by **H & F**. Customer agrees to pay a late fee imposed by **H & F** for all past due payments. Late fees determined by **H & F** will be calculated at on percent (1%) of the unpaid balance at the end of each month in addition to a \$25 Late Charge.
- Section 6** **Rate Adjustments** Because disposal and fuel costs constitute a significant portion of the cost of **H & F** services provided hereunder, customer agrees that **H & F** may increase the rates hereunder proportionately to adjust any increase in such cost or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that **H & F** may also increase the rates from time to time to adjust for increase in the Consumer Price Index, and Customer agrees that **H & F** may also proportionately pass through price increases to customer due to the increase in average weight per container yard of the customer's waste materials. **H & F** may increase cost due to changes in local, state, or federal rules, ordinances or regulations applicable to **H & F** operations of services provided hereunder, and increase in taxes, fees or other governmental charges assessed against passed through **H & F** (other than income or real property taxes). **H & F** will only apply increased rates for reasons other than those set forth above with the consent of the customer. Such consent may be evidenced verbally, in writing or by actions and practices for parties.
- Section 7** **Service Changes** Changes of the type, size and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue to effect for the term provided herein and shall apply to changes of and new service address location of the customer within the area in which **H & F** provides collection service.
- Section 8** **Responsibility** for Equipment The equipment provided by **H & F** shall remain the property of **H & F**; however, customer acknowledges that there is care, custody and control of the equipment while at the customer's location and accepts responsibility for all loss or damage to the equipment (except for the normal wear and tear or for loss or damage resulting from **H & F** handling of equipment) and for its contents. Customer agrees not to overload (by with or volume), move or alter the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold **H & F** irresponsible against all claims, damages, suites, penalties, fines, liabilities for injury or death to persons loss or damage to property arising out of customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible on the scheduled day for pickup, Customer's pickup may be delayed to the next day and customer may be charged for additional trip to complete pickup.
- Section 9** **Damage to Pavement** Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of **H & F** equipment. As a result Customer agrees that Customer is responsible for any damages to Customer pavement, curbing, or other surfaces resulting from the weight of **H & F** vehicles providing service at the Customer's location.
- Section 10** **Liquidated Damages** In the event Customer terminates this agreement prior to its expiration other than as a result of default by **H & F** or **H & F** terminates this agreement for Customer's default (including nonpayment), Customer agrees to pay **H & F** as liquidated damages an amount as follows: (1) if the remaining term under this agreement. Customer expressly acknowledges that in the event of an unauthorized termination of this agreement, the anticipated loss to **H & F** in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay **H & F** all amounts which becomes due under this agreement, or fails to perform its obligations hereunder, and **H & F** refers matter to an attorney. Customer agrees to pay the current amount due, any and all costs incurred by as a result of an action, including, to the extent permitted by law, and reasonable attorney's fees.
- Section 11** **Suspension and Termination for cause** During this agreement if either party is breached or defaults in any provision of this agreement, to other party may suspend or terminate its performance hereunder until such delinquency or default has been corrected. This termination will not be effective until the complaining party has giving written notice or default to the other party and the other party has failed to remedy the default with ten (10) days. In the event of the remaining default beyond the ten (10) days, the complaining party may terminate this agreement by giving the other party written notice of termination. Termination is effective upon receipt of notice.
- Section 12** **Assignment** This agreement shall not be assigned to or by any party unless prior consents to party. **H & F** may assign this agreement to any corporation or entity affiliated with **H & F** without Customer's consent.
- Section 13** **Opportunity to Provided Additional Services** **H & F** values the opportunity to fulfill all Customer's nonhazardous waste collection and disposal needs. Customer will provide **H & F** the opportunity to fulfill those needs and to provide, on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this agreement.
- Section 14** **Excused Performance** Neither party shall be liable for its failure to perform or delay in performance hereunder due to the contingencies beyond its control including but not limited to strikes, riots, compliance with laws or governmental order, fires, and any acts of God. This section is excluded from the defaulting of this agreement.
- Section 15** **Entire Agreement** This agreement represents the entire understanding and agreement existing between parties and supersedes any and all prior agreements, whether written or verbal.