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631-RECYCLE (732-9253)
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www.GoGreenSanitation.com

REFUSE REMOVAL AGREEMENT

Customer Name: _____ ACCT.#

Billing Address: _____

City: _____ State: _____ Zip: _____

Service Address: _____

City: _____ State: _____ Zip: _____

Home #: _____ Cell #: _____

Email: _____

Contact Person: _____ Title: _____

Start Date: ____/____/____

Collection Days: Mon Tue Wed Thu Fri

Monthly Charge: \$ _____ Billed Quarterly CS / BD # of Containers _____ Serial _____
(Plus sales tax)

Remarks: _____

Please charge my:     Customer must have a valid credit card on file for billing purposes

Credit Card Number: _____ Exp. Date: ____/____ CVV: _____

Credit Card Billing Address: _____ Zip: _____

This Agreement consists of Two (2) Pages and includes the Terms and conditions set forth on the REverse Side

By Signing on the ____ Day of _____ 20 ____ the customer and company agree to the terms of this refuse removal agreement.

Customer: _____ Customer: _____
SIGNATURE PRINT

Go-Green Rep: _____

TERMS AND CONDITIONS

- 1. EQUIPMENT:** All equipment furnished to the Customer by the Company is and shall remain the property of the Company and the Customer shall have no right, title or interest therein except as set forth in this Agreement. Customer shall utilize the equipment. Additionally, the equipment shall be sited on a hard surface capable of supporting the weight of the equipment and the Company's collection vehicles.
- 2. COLLECTION:** On collection days the Customer shall provide unobstructed access to the equipment. If the equipment is not accessible the Customer will be serviced on the next regularly scheduled day and no credit shall be given for the missed collection.
- 3. REFUSE AND WASTE MATERIAL:** The Customer shall not place any materials in the Company's equipment or in other containers which are owned or used by the Customer which require special handling including but not limited to, hazardous materials as defined in any applicable state or federal statute, rules or regulation, medical waste or construction debris. Additionally, the costs for the services as provided by the company as set forth herein take into consideration the ownership by the Company of the refuse materials which are collected pursuant to the provisions of this Agreement.
- 4. PRICE:** The price for the services set forth on the first page of this Agreement are net of any taxes or other charges imposed by governmental agencies.
- 5. PAYMENT:** Customer shall pay all charges in areas on a quarter-annual basis (i.e., February 15, May 15, August 15, and November 15) within fifteen (15) days from receipt of an invoice therefore or by automatic debit from any credit card, the information for which is furnished by Customer to the Company for that purpose. Any charge not paid within fifteen (15) days shall be subject to the accrual of interest at the rate of 1.25 percent per month. In addition, the Company may suspend service following any payment default which suspension shall remain in effect until all current charges are paid in full.
- 6. COST INCREASE:** The Customer acknowledges that the Company may increase the costs set forth herein to reflect additional costs incurred by the Company to provide the services including, but not limited to, fuel, dumping fees, office and payroll expenses. Notwithstanding the foregoing, cost increases shall be limited to one increase per calendar year. The Customer will be notified at least one month prior to the effective date of any cost increase.
- 7. TERMS AND RENEWAL:** The initial term of this Agreement is three (3) years from the first day of the month following the date set forth on the first page hereof. The term shall renew automatically upon expiration of the initial term or any renewal term for periods of three (3) years unless terminated prior thereto by the Customer. Any cancellation notice sent to the Company by the Customer must be hand-delivered or by certified mail. Notwithstanding the foregoing, the Company shall provide the notice required by §5-903 of the New York General Obligations Law or any successor statute, rule or regulation.
- 8. ASSIGNMENT:** This Agreement may be assigned by the Company to any purchaser of part or all of its business. This Agreement may not be assigned by the Customer without the written consent of the Company which shall not be unreasonably withheld or delayed.
- 9. NOTICE OF DEFAULT TO CONTRACTOR:** In the event that there exists a material default by the Company, then the Customer shall provide the Company with written notice thereof (via Certified Mail, Return Receipt Requested or by hand-delivery) and the opportunity to cure such default within ten (10) business days. If the Company does not correct the default then the Customer may terminate this Agreement and shall not be liable for the payment of any charges continue except that the Company shall not be entitled to collect any charges for the period in which it shall have been found to be in default.
- 10. DAMAGES:** The parties agree that the Company's damages in the event of improper termination by the Customer will be difficult to compute. Accordingly, in the event of improper termination, the Customer agrees to pay liquidated damages equal to 50 percent of the Company's charges set forth herein (subject to adjustment in accordance with the provisions of Section 6 hereof) for the remaining term of this Agreement. In addition thereto the Customer shall pay the Company's costs of collection, including, but not limited to, court costs and reasonable attorneys fees.
- 11. INDEMNIFICATION:** Customer agrees to hold harmless and indemnify the Company from any and all damages, losses, claims, penalties, fines and liabilities for injury or death to persons or loss or damage to property of the environment, including reasonable attorneys fees, resulting from the Customer's breach of any representation or obligation set forth herein.
- 12. AUTHORITY TO EXECUTE:** The Customer represents that the person executing this Agreement either individually or as the representative of an entity such as a corporation or limited liability company is authorized to do so.
- 13. WAIVERS:** Each of the parties hereto waives the right to jury trial in any litigation brought to enforce or interpret the provisions of this Agreement.
- 14. MISCELLANEOUS:** A.) Minor modifications to this Agreement such as a change in the day of service may be made orally; B.) Customer shall execute a new Service Agreement if Customer requires changes in container size, frequency of pick-up or any additional service; C.) This Agreement shall be binding upon and shall benefit the successors and assigns of the parties; and d) Neither party shall be liable to the other due to events beyond a party's control including governmental action, strikes, acts of God, fires and explosions.