

**Shute's Rent Me Dumpsters**  
**CUSTOMER SERVICE AGREEMENT**  
**GENERAL CONDITIONS**

**THIS IS A LEGALLY BINDING AGREEMENT FOR A PERIOD OF \_\_\_\_\_ MONTHS/WEEKS/DAYS (CIRCLE ONE), SUBJECT TO THE GENERAL CONDITIONS SPECIFIED BELOW:**

1. **RECITALS.** Shute's Rent Me Dumpsters (Company) is a transporter of miscellaneous waste and construction demo and is in the business of providing pickup and removal of miscellaneous waste and construction demo. Company and Customer desire to enter into an agreement wherein Customer engages Company as its exclusive contractor for the purpose of having Company provide pickup and removal of all Waste produced and specified within this agreement by customer.
2. **PRICE.** The Customer shall pay to Company the service charges and adjustments set out in this Agreement. Customer shall pay all taxes, fees or other charges imposed by federal, state, provincial or local laws and regulations upon collection, transportation or disposal of customer's Waste or the service. The Company shall have the right to adjust the service charges as a result of increased disposal costs and/or to reflect increases in the Consumer Price Index.
3. **PAYMENT.** Customer shall pay the charges for the services furnished by the company within ten (10) days from the date of invoice. Company may impose and Customer shall pay a late fee on all overdue payments of 1½% per month or 10% annum, it being agreed that such late fee shall not exceed the maximum rate allowed by applicable law. Customer authorizes Shute's Rent Me Dumpsters to preform a credit review.
4. **TERMS.** This agreement is for a term beginning on the date hereof and continuing for a period of \_\_\_\_\_ months/weeks/days, and therefore shall be automatically renewed from month to month/year to year without further action by the parties provided, however, that either party may terminate this Agreement at the end of the original period or the end of any yearly renewal period then in effect by giving not less than sixty (60) days prior written notice to the other party.
5. **NON-HAZARDOUS WASTE ONLY.** Customer shall not place any Waste in the equipment which required special handling, including but not limited to items such as regulated industrial Waste, hazardous Waste, Waste which is liquid, radioactive, toxic, corrosive, pathological, or Waste which is defined as a hazardous, toxic or banned substance, medical Waste or otherwise regulated waste, pursuant to local, state, federal laws or regulations in the equipment ("contaminated waste"), it shall defend and indemnify Company and hold harmless for any and all damages, losses or claims, whether direct or consequential, which may be incurred by the Company in handling or disposing of such contaminated Waste and title to any such contaminated Waste shall not pass to Company but shall remain with Customer. Customer acknowledges that it is familiar with the content and characteristics of its waste stream and is aware of the laws and regulations applicable to same.
6. **EQUIPMENT.** All equipment furnished by Company shall remain the property of Company and Customer shall not modify the equipment or use it for any purpose other than the provision of the service. Customer accepts responsibility and liability for the equipment and for its contents without limitation, any loss or damage to the equipment or loss, damage, or injury to persons: while the equipment is in the possession of Customer, normal wear and tear on the equipment excepted.
7. **RECYCLING.** Shute's Rent Me Dumpsters reserves the right to recycle all debris from any job.
8. **CUSTOMER'S RESPONSIBILITY.** Company shall not be liable for and Customer releases Company from any claims for damage to Customer's pavement or driving surface resulting from the equipment or Company's trucks servicing the equipment. Customer shall indemnify, defend and hold harmless Company against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of equipment. Company shall not be liable to Customer for failure to preform the service due to events beyond its control, including but not limited to strikes, riots, fires, changes in law, weather or acts of God.
9. **EXCLUSIVITY.** Customer agrees that Shute's Rent Me Dumpsters shall be the exclusive contractor for the pickup and removal of Waste specified on the front of this Agreement, and that during the term of this Agreement, no other person shall be permitted to remove, or otherwise dispose of Waste from the Customer's specified facility or facilities.
10. **GOVERNING LAW.** This Agreement is to be construed under the laws of the State of New York and the venue for any actions by and between the parties arising out of or relating to the performance or non-performance of this Agreement shall be in the Supreme Court of New York, County of Onondaga, and Customer consents to the jurisdiction of said court.
11. **SEVERABILITY.** In case any one or more provisions contained in this Agreement shall for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision herein and this Agreement shall be construed as if such invalid or unenforceable provision had not been contained herein.
12. **HEADINGS.** The headings preceding each of the paragraphs herein are for information purposes only, and have no meaning, force or effect.
13. **NOTICES.** Any and all notices under this Agreement shall be given by certified mail, return receipt requested, to the parties at the respective addresses set forth at the beginning of this Agreement or to such other addresses as either may designate in writing to the other party.
14. **ENTIRE CONTRACT.** This Agreement constitutes the entire understanding and agreement between Company and Customer with regard to all matters herein. There are no other agreements, conditions, or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing, signed by both parties.
15. **NON-WAIVER.** A delay or failure by either party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.
16. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed and original but all of which together shall constitute a waiver of that or any other right.
17. **EFFECT.** Any changes of amendments and corresponding changes in rates or prices to the schedule of service, equipment size, quantity, frequency of service, or method of haulage may be implemented by the parties either in writing or by practices and actions of the parties without affecting the validity of this Agreement. This Agreement shall not be assigned by Customer without the prior written consent of the Company. The defaulting party under this Agreement shall pay all reasonable attorney's fees and costs of the party incidental to any action brought to enforce this Agreement. The provisions of this Agreement shall be binding upon and insure to the benefit of both parties and their respective successors and assigns. Any obligation of payment or performance by Agreement shall be binding upon and insure to the benefit of both parties and their respective successors and assigns. Any obligation of payment or performance by Customer which remains to be performed together with Customer's indemnity of Company under this Agreement shall survive and remain a continuing obligation of Customer at the expiration or termination of this Agreement.

*CUSTOMER*  
*AUTHORIZED*  
*SIGNATURE:* \_\_\_\_\_

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

*Shute's Rent Me Dumpsters*  
*REPRESENTATIVE*  
*SIGNATURE:* \_\_\_\_\_

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_