



New Commercial Sanitation Request for Service

Date: _____

City Account #: _____

Location/Billing/ Mailing Address Information:

Service Location Address: _____

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Telephone: _____

Federal Tax I.D. or Social Security #: _____

Requested Service Days: ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

Container Size: ☐ 2 Yard ☐ 4 Yard ☐ 6 Yard ☐ 8 Yard ☐ Lock Bar ☐ VIP 4 Yard ☐ VIP 6 Yard

Quantity of container(s): _____ Requested date for container delivery _____

Special Instructions: _____ ***Container must be on site within 5 Business Day of License Issued***

Customer Signature _____ Date _____

REPUBLIC SERVICES WILL CONTACT CUSTOMER WITHIN 24 HOURS FOR DEPOSIT PAYMENT

NO CASH ACCEPTED

NOT FOR OFFICIAL USE - FOR OFFICIAL USE ONLY - DISCARD AFTER USE

SITE LOCATION	
SITE NAME	
ADDRESS	
CITY	
STATE	
SUITE	
ZIP CODE	
TEL. NO.	
AUTHORIZED BY	
CONTACT	
	FAX NO.
	TITLE

SAF REPUBLIC
SERVICES

Customer Service Agreement

AGREEMENT NUMBER _____

ACCOUNT NUMBER _____

EMAIL _____

[illegible]

HEREINAFTER REFERRED TO AS THE COMPANY

The undersigned hereby signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

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FILE

BY:

TITLE:

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

DATE OF AGREEMENT _____

COMMENTS

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERMINAL. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM.

WASTE MATERIALS. The Waste Material shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), such as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). CUSTOMER SHALL, INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REINTEMENT COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS.

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to any liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

CONTINUED ON NEXT PAGE

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice; and (c) a late payment fee of 1.5% per month of the amount past due. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling, sorting, processing and related costs; (f) costs related to Company's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (five of six), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may change Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. If a Company container is moved from Customer's service address by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

RIGHT TO FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during the term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company shall be in writing, shall be sent prepaid certified or overnight mail, return receipt requested, and must be received by Company. Any notice related to this contract will be deemed effective 60 days from the return receipt date.

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement shall forthwith terminate the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any

Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:

DATE:



***Deposit per Container	\$104.00
***Delivery fee Per Container	\$57.82
***Re-Delivery Fee	\$57.82

Front End Containers

Container Size	1X Per Week	2X Per Week	3X Per Week	4X Per Week	5X Per Week	6X Per Week	Extra Pickup
2 YD	\$57.82	\$114.92	\$172.37	\$182.70	\$227.98	\$265.96	\$61.92
4YD	\$97.94	\$172.85	\$242.26	\$308.97	\$386.03	\$405.95	\$60.88
6YD	\$126.75	\$228.86	\$324.80	\$396.61	\$514.12	\$589.28	\$79.79
8YD	\$156.09	\$288.72	\$411.94	\$535.19	\$657.24	\$766.34	\$78.40
4 YD VIP	\$224.50	\$264.11	\$396.17	\$528.23	\$660.28	\$792.34	\$224.50
6 YD VIP	\$230.67	\$264.21	\$403.82	\$530.73	\$662.26	\$797.25	\$230.67
LOCK BAR	\$13.88mo						

Recycle

65 Gallon Recycle Cart \$34.69 (only Wednesday PU)

OCC Pricing/Cardboard

Container Size	1X Per Week	2X Per Week	3X Per Week	4X Per Week	5X Per Week	6X Per Week	Extra Pickup
6 YD	\$71.98	\$124.69	\$156.81	\$209.09	\$261.37	\$330.74	\$52.04
8 YD	\$88.77	\$137.90	\$206.80	\$276.17	\$345.54	\$299.28	\$57.82

Rolloff/open top Receivers

PER HAUL CHARGE	\$127.18
PER TON CHARGE	\$49.72
DELIVERY CHARGE	\$115.64
RENTAL CHARGE	\$3.47/DAY OR \$104.07/MO

Compactors

TYPE	RENTAL/MO	PER HAUL	PER TON	DELIVERY FEE
15	\$318.00	\$127.18	\$49.72	\$115.64
30	\$346.91	\$127.18	\$49.72	\$115.64
35	\$346.91	\$127.18	\$49.72	\$115.64
40	\$364.25	\$127.18	\$49.72	\$115.64

ALL DOLLAR AMOUNT LISTED ON PRICE SHEET ARE MONTHLY CHARGES UNLESS OTHERWISE STATED
 COMPACTOR RENTAL RATES WILL VARY DUE TO TYPE OF EQUIPMENT AND EQUIPMENT INSTALLATION FEATURES

****PRICES CHANGE EFFECTIVE July 1, 2020****