

AGREEMENT AND RELEASE FORM

This Agreement is made this _____ day of _____, 20____, from this day forward by and between **PERRY'S SOLID WASTE DISPOSAL**, (hereinafter "Company") and is subject to the following terms and conditions:

1. **Payment.** A bill will be sent directly to the Customer for services rendered. Customer hereby agrees to pay said bill in full within thirty (30) days of receipt. In the event Customer fails to pay said bill within thirty (30) days Company may pursue legal action to collect the unpaid balance and all costs and expenses associated with these proceedings, including but not limited to attorney's fees and court costs, shall be paid by the Customer.
2. **Warnings.** Customer represents and warrants that he/she has been advised and understands that damage may occur to the property and/or surroundings where the container is being delivered, which is beyond the control of the Company and/or its agents.

Roll-off – please change to – Roll-off containers cannot have LP tanks, batteries, large appliances, tires, oil or wet paint (open cans and place sand or saw dust inside) placed in them without additional charges. Boards and metal cannot be over 8 feet long. Contents must be level with top of dumpster with the exception of dirt, rock, blocks (heavy materials) with these items only half full. If stumps are placed in the container the landfill with charge a higher fee for the entire load. If contents are placed in the dumpster that the landfill does not accept there will be a sort fee of \$300.00 or greater.

Front Load containers (2yd, 4yd, 6yd & 8yd) are for long term use only (1 year minimum). If service is canceled before the one year is up there will be a cancellation fee. If you have a front load delivered. We are aware that you might not know what size you need at first. We will do one swap without charging. If the container is swapped out after that we will charge a swap fee.

3. **Release and Indemnity.** Customer hereby releases, discharges, indemnifies and holds harmless the Company, its successors, agents, assigns, employees and representatives from any and all claims, demands, damages, actions or suits of any kind whatsoever and including but not limited to damages caused while dropping off or picking up containers, as a direct or indirect result of Customer's use of services furnished by Company.

Are you currently on active duty or have you previously served in our armed forces?

Yes / No: _____

If Yes: Branch _____ Service Dates _____

WITNESS OUR SIGNATURES, the day and year first above written.

Account Holder's Name

Customer Signature

Printed Name

PERRY'S SOLID WASTE DISPOSAL

Perry's Employee / Representative

Printed Name