



Customer \_\_\_\_\_  
Billing Address \_\_\_\_\_  
Project Name \_\_\_\_\_  
Project Address \_\_\_\_\_  
Customer Contact \_\_\_\_\_  
Telephone-Billing: \_\_\_\_\_ Job Site: \_\_\_\_\_  
Drop Date: \_\_\_\_\_ Est. Pickup Date: \_\_\_\_\_  
Charge per pull: \$ \_\_\_\_\_ Add. Terms: \_\_\_\_\_

**This is a legally binding contract, and Customer retains Contractor as it's exclusive solid waste collection and recycling company and agrees to accept the services and equipment at the charges and frequency of collection indicated in accordance with the terms and conditions set forth herein.**

**ADDITIONAL CHARGES:** Will be incurred by customer if Construction & Demolition debris loads are mixed with any of the following: tires (\$20/ea.), large appliances (\$75/ea.), small appliances (\$50/ea.), yard debris (\$75/lb.), plastic bags of household trash (\$10/ea.).

*Due to inclement weather, traffic conditions or mechanical breakdowns, we cannot guarantee delivery times or dates.*

After 2 weeks, customers will be subject to \$25 weekly rental fee.

There will be a \$65 fee to customers if the driver is unable to drop, pickup or haul the container due to any obstacles, impediments, overloading dumpster or failure to make payment on delivery.

**TERMS AND CONDITIONS:**

**PAYMENT DISPUTE:** Notwithstanding any other term or provision contained in this Agreement, in the event Customer fails to pay Contractor for disposal services or equipment, or in the event Customer is in default of this Agreement, Contractor may enter Customer's premises and remove Contractor's equipment, any materials deposited by Customer therein and Customer shall indemnify, defend and hold Contractor liable from any claims, damages, suits, penalties, fines, liabilities or costs for the removal of Customer's materials from Contractor's equipment.

**CUSTOMER'S DUTIES AND LIABILITY:** Customer shall be responsible for all loss or damage to the equipment other than the normal wear and tear. Customer shall not remove or move the equipment without the express written consent of Contractor. Customer shall not make any alterations or improvements to the equipment without the prior written consent of the Contractor. Customer shall not overload the equipment, nor use it for incineration purposes and shall be liable to the Contractor for any loss, damages or costs in excess of reasonable wear and tear or as a result of overloaded equipment, including payment of any fines levied by Department of Transportation as a result of hauling overloaded equipment. Customer agrees to indemnify, defend and hold Contractor harmless from and 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 the equipment.

**DEFINITION OF EQUIPMENT:** The term "Equipment" as used herein shall mean all equipment furnished by Contractor providing the services as specified on the face of this Agreement. All equipment furnished by Contractor, which Customer has not purchased, shall remain the property of Contractor and Customer shall have no right, title, or interest in the equipment and the equipment shall be returned to Contractor upon termination of this Agreement in good condition, reasonable wear and tear accepted.

**\*\*\*Subject to applicable law, Pro-Dump Services, LLC has the right to change service, pricing and fees without notice.\*\*\***

If at anytime an invoice or account, in whole or in part is not paid by the terms and conditions set forth, a service charge of 1.5%/ month (annual rate 18%) will be applied to the outstanding principle amount on the invoice. Failure to make payment within terms set forth will subject the account or customer to credit and /or service restrictions. If an invoice account is not paid in full, or satisfactorily, and legal recourse is required, customer agrees to pay all cost and expenses of collection, including actual attorney fees, and shall also pay costs, expenses, and attorney's fees incurred on appeal. Customer further agrees that, if the balance doesn't exceed \$5000.00 the attorney fees will be at 30% of the outstanding balance. If the outstanding balance exceeds \$5000.00 the fee will be determined on an "actual fee basis". Customer hereby waives all rights and all privileges and rights which they may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and further agrees to send Pro-Dump Services, LLC written notice of any changes in address, phone numbers, or changes in the form of ownership of the customers residence or business within five days of such changes. All legalities will take precedence in Orange County, Florida; the Owner waives this right upon signature.

The Signature of the agreement guarantees payment individually of all present and future indebtedness incurred in the relation to the agreement. Signer agrees to be personally responsible for payment and agrees to all of the before mentioned terms and conditions. This guarantor is absolute and continuing, and shall remain in full force and effect-and the obligation of the individual guarantor shall continue to benefit the Creditor, its successors, heirs, assigns-until written notice of termination is received by Creditor at its then current address, and shall terminate only as to any individual guarantor giving notice, and only as to any indebtedness incurred after the date such written notice is received.

**CUSTOMER**

Authorized Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Date \_\_\_\_\_  
DL# \_\_\_\_\_

**CONTRACTOR**

Authorized Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Phone \_\_\_\_\_

Credit Card Number \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Expiration Date

(\_\_\_\_\_)\_\_\_\_\_  
CVS Code (3 digit code on back of card)

**\*\* Pro-Dump Services, LLC reserves the right to charge credit card listed above, the invoice amount(s) billed that are past due. Invoices paid by credit card will be charged an additional 8% of invoice amount. Please contact Pro-Dump Services, LLC if preferred payment of invoice is by check. \*\***