

Empire Disposal Terms & Conditions

WASTE MATERIALS

Customer warrants that the waste materials delivered to Empire Disposal hereunder will not contain any hazardous, toxic or radioactive wastes or substances as defined by federal, state, local or provincial laws or regulations. This includes, but is not limited to: batteries, liquids, asbestos materials, spray cans, drums, barrels, appliances and tires.

ANY TIRES FOUND IN THE CONTAINER, SHALL BE CHARGED BACK TO THE CUSTOMER AT THE RATE OF \$30.00 PER/TIRE. NO PAINT, GASOLINE AND OIL FILTERS ALLOWED.

CUSTOMER RESPONSIBILITIES AND LIABILITY

The container shall be in the possession of the Customer. Customer shall be responsible to keep the container in good condition and safekeeping. Customer accepts responsibility for all loss and damaged equipment except for normal wear and tear and /or when employees of Empire Disposal are handling equipment. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS EMPIRE DISPOSAL FROM AND AGAINST ALL CLAIMS, LOSSES, CAUSES OF ACTION, SUITS, DEMANDS AND LIABILITY OF EVERY KIND INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY PAVEMENT RESULTING FROM THE WEIGHT OF EMPIRE DISPOSALS TRUCKS, CONTAINERS AND OR OTHER EQUIPMENT), AND/OR ANY INJURY OR DEATH TO ANY PERSON OR PERSONS RESULTING FROM OR ARISING OUT OF CUSTOMERS USE, OPERATION, AND/OR POSSESSION OF EMPIRE DISPOSALS TRUCKS, CONTAINERS AND/OR OTHER EQUIPMENT FURNISHED. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH EMPIRE DISPOSAL AND CUSTOMER, THAT THIS DEFENSE AND INDEMNITY PROTECTS AND INDEMNIFIES EMPIRE DISPOSAL FROM THE CONSEQUENCES OF EMPIRE DISPOSALS OWN NEGLIGENCE, STRICT LIABILITY AND/OR GROSS NEGLIGENCE WHETHER SAID NEGLIGENCE, STRICT LIABILITY AND / OR GROSS NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE ALLEGED INJURY, DEATH OR DAMAGES.** If the container is overloaded, both by having the contents of the container projecting over the top or by exceeding the legal weight limits, then the Customer shall be charged an \$85.00 trip charge and the container shall NOT be serviced. Only after the Customer levels / lightens the load shall Empire Disposal service the container. If the container is blocked, obstructed or if Empire Disposal is unable to service the container because of mud, then the Customer shall be charged an \$85.00 trip charge. If the container is burned while on the Customer's premises, then the Customer shall be charged for the cost of repairing the container.

PAYMENT

Customer shall be responsible for all taxes, fees and other charges imposed upon the disposal of Customers waste materials by federal, state, local or provincial laws and regulations. Payment, except C.O.D., shall be made 10 days after the receipt of the invoice from Empire Disposal. If payment is not made there will be finance charges starting (30) days from the date of the invoice at an annual rate of (10%). Empire Disposal shall also reserve the right to suspend service and remove equipment. Contents in removed equipment may be unloaded at Customers service site and shall have to be disposed of by Customer at his own expense.

TERM & RENEWAL

For permanent accounts, the term of this agreement shall be checked and indicated upon this agreement, and shall be automatically renewed for like terms thereafter unless either partner shall give written notice of termination (Certified Mail) to the other at least (30) days prior to the termination of the initial term or any renewal term. Temporary account will not be automatically renewed nor is any written notice required for the termination of services upon job competition. However, temporary account Customers must agree to allow Empire Disposal exclusive rights to handle the removal of the waste until the Customer completes the job. In the event the Customer terminates this agreement other than as mentioned above. Customer shall pay to Empire Disposal, as liquidated damages, a sum calculated as follows: (a) if the remaining term under this agreement is less then six months, Customer shall pay its most recent monthly charges multiplied by six; (b) if the remaining term under this agreement is less then six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining on the term or the effective discontinue date.

INACTIVE CONTAINER FEES

Containers that are inactive for 90 days or more will be subject to a \$5.00 per/day fee until the container is serviced (i.e. dumped). Once the container is serviced, all daily activity fees shall cease and the customer shall again be granted another 15 days grace period before the \$5.00 per/day fee is again enforced. Inactive container fees are separate from the "Container Rental Fees" and the two will not be combined.

DEFINITION OF EQUIPMENT

The term "equipment" as used herein shall mean all equipment furnished by Empire Disposal in providing the services as specified on this agreement. All equipment furnished by Empire Disposal which Customer has not purchased, shall remain the property of Empire Disposal and Customer shall have no right, title or interest in the equipment.

CHANGES

Changes in the schedule of charges, number of containers, type of waste and container size may be agreed upon orally or in writing, by the parties. Consent to oral changes shall be evidence by the actions and practices of the parties.

ATTORNEY'S FEES

In the event of a breach of this agreement by the Customer, the Customer shall pay all reasonable attorneys' fees, collection fees and the cost of Empire Disposal incident to any action brought to enforce this agreement.

ASSIGNMENT AND BENEFIT

This agreement shall be binding on the parties and their successors.