

Container #

Trash Monkey

A Division of Engelke Enterprises Inc.

Service Agreement (V: 2-15-15)

Company Name:

First Name:

Last Name:

Delivery Street Address:

City:

State:

TX

Zip Code:

Telephone Number:

Cell Phone Number:

Fax Number:

Email:

Billing Information if Different From Above

Company Name:

First Name:

Last Name:

Street Address:

City:

State:

Zip Code:

Telephone Number:

Cell Phone Number:

Fax Number:

Requested Delivery Date:

Requested Delivery Time:

Trash Monkey

A Division of Engelke Enterprises Inc.

Service Agreement

Services Rendered: Trash Monkey (a division of Engelke Enterprises Inc) agrees to furnish the equipment for collection of solid waste and/or recyclables and to provide disposal and or recycling services as specified by The Customer (Customer). Customer agrees to make payment for said services according to payment terms and conditions set forth by Trash Monkey [**Payable to Trash Monkey**] [**Remit to: PO Box 595 Magnolia, TX 77353**]

Binding Effect: This Agreement is a legally binding contract on both the part of Trash Monkey and Customer and their respective successors, heirs, and assignees in accordance with the terms and conditions put forth herein. Customer shall make payments to Trash Monkey within ten (10) days of receipt of the invoice from Trash Monkey. Trash Monkey may impose and Customer agrees to pay a late fee for all past due payments. A late fee may not exceed the maximum allowable by applicable state law. In the event Customer fails to perform its obligation to remit payment, and payment is collected through an attorney, collection agency or other proceedings, then Customer agrees to pay in addition to the amount due, reasonable attorney's fees, court costs, interests and other applicable fees.

Waste Material: The material to be collected and disposed of by Trash Monkey, pursuant to this Agreement, is solid waste generated by Customer excluding hazardous materials or materials that require a hazardous or toxic license or permit to transport. Hazardous Materials shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local, state or federal government. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls ("PCBs") and petroleum. Title to and liability for any waste excluded above shall resign with Customer and Customer expressly agrees to defend, indemnify and hold harmless Trash Monkey from and against any and all damages, penalties, fines and legathities resulting from and arising out of such waste excluded above.

Liability for Equipment: Customer acknowledges that it has the care, custody, and control of the equipment owned by Trash Monkey and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Trash Monkey. Therefore, Customer expressly agrees to defend, indemnify, and hold harmless Trash Monkey from and against any claims for loss or damage to property, or injury or death of person or persons, resulting from or arising in any manner out of customer use or operation of any equipment furnished under this agreement.

Damage to Property: Customer acknowledges that Trash Monkey shall not be liable for any damages to pavement, curbing or surfaces, or subsurface utilities, such as sprinkler heads and water lines, resulting from trucks servicing an agreed upon area regardless of weather conditions

Rate Adjustments: Trash Monkey reserves the right to adjust its rates based upon increases or decreases in fuel costs, disposal facility costs or due to changes in local, state, or federal laws and regulation.

Roll-Off Container Service: All Roll-Off Containers must be loaded uniformly and shall not be overloaded by weight on either side or end of the roll off container or above the top rail. Trash Monkey reserves the right not to remove the container from the Customer's jobsite if the container has been deemed too heavy, or overloaded by any means, to transport safely by Trash Monkey in accordance with all local, state and federal laws. In said case, if the roll off container is not loaded properly or too heavy to pick up, Customer will be required to off load the Roll-Off Container until Trash Monkey can safely transport it. Customer may be subject to a "no haul" fee if deemed necessary by Trash Monkey. A "no haul" fee is encountered when Trash Monkey has been called to Customer's job site with no services rendered by Trash Monkey. Customer Agrees not to move or alter Container while on Customers location.

Refunds: Any/All refunds, compensation, and/or credit requests must occur within 30 days of service completion. Any refunds issued will be at the sole discretion of Trash Monkey.

Customer's Initials: _____

Container Rental Information

Requested Delivery Date:

Rental Term:

Roll-Off Container Size: 15yrd Rate: \$395.00* Up to 2-Tons. \$40.00 each additional 1/2 Ton. 5-Ton Maximum.

Term: 5-Days Customer must notify Trash Monkey to request pickup to avoid additional rental fees.

Rental Fee: \$20.00 a day after 5 days until dumped or terminated..

**Customer's Initials: _____ DO NOT LOAD DUMPSTER OVER SIDE RAILS
OVER LOAD FEE OF \$250.00 WILL APPLY**

- Items Subject to Extra Charges: Car Tires: \$15.00 ea Truck Tires \$35 Televisions: \$25 ea
- Propane Tanks: \$40 ea Computer Monitors: \$15 ea Window AC: \$150 ea Car Batteries \$30ea
- Tractor Tires: \$40.00 ea Florescent Bulbs: \$20 ea Refrigerator: \$150 ea AC Compressors \$150ea
- Microwave Ovens \$65.00 ea 1-gallon Paint Cans \$10ea 5-gallon Paint Cans \$25ea

Please note Liquids of any kind/type are not accepted. WITHOUT EXECPTION!!

Payment Information

Card Type: Visa Master Card Discover AMEX NOT ACCEPTED

Name on Card:

Card Number: Expiration Date:

3 Digit Code on Back of Card (CCV #):

Card Billing Zip Code:

Please read each section below and sign your initials on the line provided. By initialing each section, you are acknowledging that you have read and agree to that section.

 I certify that I am the holder of the credit card stated in this document, or have been authorized by the holder, to use it to pay for services provided by Trash Monkey. I also agree not to file a hostile chargeback without notifying Trash Monkey prior of time in writing, and allowing a minimum of ten (10) days for a resolution. I also understand that cards that are charged unsuccessfully may be subject to a \$35.00 chargeback fee.

 I have read and understand all of the information provided in this document about items that are and are not permitted in the roll-off containers.

 I have read and understand all of the Terms and Conditions of service provided in this document.

 Returned Check Policy: There will be a set fee of \$45.00 for any payment received by Trash Monkey that is deemed insufficient funds.

 Customer's Initials: _____

Contract Acceptance

I, THE UNDERSIGNED, ATTEST TO THE BEST OF MY KNOWLEDGE, TO THE CORRECTNESS AND COMPLETENESS OF THE INFORMATION CONTAINED IN THIS SERVICE AGREEMENT, AND THAT I HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS AND CONDITIONS OF SERVICE DISCLOSED WITHIN THIS DOCUMENT. I FURTHER REPRESENT THAT I AM AUTHORIZED IN MY CAPACITY TO BIND MYSELF AND/OR MY ORGANIZATION ACCORDINGLY, AND I, AND/OR MY ORGANIZATION HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO PAY THIS AND SUBSEQUENT INVOICES WITHIN THE ESTABLISHED TERMS.

PRINT NAME

TITLE

SIGNATURE

DATE

PLEASE RETURN THIS FORM VIA

EMAIL: sales@trashmonkey.net

FAX: 832.442.5719

Dumpster Placement Notes: (Please advise where you would us to place dumpster)