



**Terms and Termination:** This agreement entered into on the date and between NCSWA and Customer as set forth. If not paid timely, NCSWA has the option of terminating this Agreement by giving notice to the customer and by ceasing to pick up or accepting Customer's waste.

**Duties and Liability:** In accordance with the NCSWA bylaws NCSWA will furnish safe containers for the storage of legal waste until it is removed. Such containers are the property of NCSWA and Customer shall have no right, title or interest in the equipment apart from its use for the storage of solid waste pending collection pursuant to this Agreement. Customer accepts responsibility for the safe use of the equipment by Customer and those it authorizes to load waste therein. Customer agrees to notify NCSWA promptly should the equipment become damaged, or unsafe for any reason. If customer directly or indirectly, permits NCSWA equipment to be modified, altered, damaged, make deliberately inaccessible to NCSWA, removed, hidden, stored or otherwise maliciously interfered with, Customer shall pay for all damage, loss of use, storage fees, delivery costs, and attorney's fees in remaining possession of the equipment and restoring it to its normal working condition, or at NCSWA option, Customer shall pay for the then current replacement value of the equipment.

**Payments and Additional Charges:** Billing for service provided by NCSWA, (including all charges for equipment maintenance) will be monthly. Terms of payment are ten days from date of invoice. A late charge, and a finance charge, not to exceed the maximum rates provided by law, may be imposed if timely payment is not made. NCSWA if not paid timely, has the option of terminating this Agreement by giving notice to Customer or by ceasing to pick-up or accepting Customer's waste. Customer will provide clear access to all containers on collection days.

**Price and Service Adjustments:** The contract price will be adjusted periodically in an amount equal to an equivalent and increase in disposal, operational or fuel costs to reflect increases in the unit price of the collection services. Any such unit cost increases shall be measured by (a) actual increases in fuel of operational costs and (b) actual increases in the sanitary landfill costs. Also the contract price will be adjusted annually to reflect changes in the Consumer Price Index. (1) Changes in the size of roll-offs, frequency of pick-ups, and charges for service may be agreed to orally or in writing. Consent to oral changes shall be evidenced by the actions and practices of the parties and specifically by Customer paying NCSWA invoice which reflects such charges.

**Indemnity:** Customer agrees to defend, hold harmless and indemnify NCSWA against all claims, lawsuits and other liability of injury to persons or damage to property or the environment connected with or arising out of Customer's (including Customer's employees and agents) use of the equipment or by any breach of any warranty by Customer. Customer agrees to indemnify and hold NCSWA from all liability incurred by NCSWA for anything Customer puts in NCSWA container which is not legal waste as herein defined.

**Container Location:** The location of containers will be determined by a NCSWA Representative to ensure NCSWA equipment has safe and efficient access to service this container. Customer will be responsible to advise NCSWA representative on the location of the container, as NCSWA assumes no liability for damage to driveways, roads and underground issues; such as utility lines, irrigation, septic tanks, etc.

**Miscellaneous:** This agreement is binding on the parties and their successors and assigns. If there is any conflict between handwritten or typed and printed provisions, the handwritten or typed provisions shall govern.

**Hazardous Waste:** The term "legal waste", means solid waste that NCSWA legally can dump in a sanitary landfill and does not include hazardous or toxic wastes as defined by the U. S. Resource Conservation and Recovery Act (2) Title to legal waste remain with the Customer who agrees to be responsible for all injury to persons or damage to property of the environment which is caused by anything placed in NCSWA container which is not legal waste.

**Additional Services:** Roll-offs are designed for gravity emptying by raising one end higher than the other end. If customer loads NCSWA container with waste that will not dump in accordance with the equipment's design, the container will be returned to Customer with waste still in it. The removal of such material will be Customer's responsibility and if not removed at the termination of this Agreement Customer will be billed for the removal of such material. (Examples of the type of material for which this additional labor costs will be incurred include the removal of dried cement, glue, pre-wash residue, etc.)

**Weight:** Customer will not overload the roll-offs and if overloaded will be responsible for unloading roll -offs to legal weight and dumpsters to lift weight. Customer acknowledges being informed that filling a roll-off approximately half-full or filling a dumpster on-third full with material such as dirt, concrete, brick, gravel, and earth debris, will reach the weight limit of the container. All citations paid by NCSWA due to over-weight filling of a roll-off will be charged back to the Customer.

(1) The Consumer Price Index published by the U. S. Department of Labor Statistics, (all items)

(2) Hazardous and toxic waste is defined by the United States Environmental Protection Agency, the Resource Conservation and Recovery Act and various state and local laws and regulations, As used in this Agreement Hazardous and toxic waste includes all wastes within the statutory and regulatory definitions and specifically includes all wastes within the statutory and regulatory definitions and specifically includes radioactive, volatile, highly flammable, explosive, biomedical, liquid waste, sludge's waste from the industrial process, waste from a pollution control process, residue from the clean up of a spill or release of chemical substances, contaminated soil chemical wastes, anything contaminated with poly-chlorinated biphenyls (PCB's) or asbestos, pumping from septic tanks, outdated or contaminated or banned chemicals or commercial products (including items removed from the market place by consent following allegations of safety by any governmental regulatory body) animal wastes or body parts, grease trap residues, closed cartridge filters from dry-cleaning establishments and other similar wastes.

Additional Requirements

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