



P.O. Box 3027, Lake Isabella, CA 93240
(760) 379-2618 - Fax (760) 379-6176

COMMERCIAL REFUSE SERVICE AGREEMENT

Date: _____

Name of Company: _____ **Phone:** () _____ **Fax:** () _____

Billing Address: _____

Physical Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Years in business? _____

Corporation _____ **Sole Proprietorship** _____

Partnership _____ **Other** _____

Names of Officers and Principals	Title	SSN or Tax ID #	DOB
_____	_____	_____	_____
_____	_____	_____	_____

Monthly Maximum Purchases Anticipated: _____

Type of Business: _____ **Contractor License No.:** _____

Bank Name	Acct. No.	Address	City	Phone
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Trade References: Name, Address & Phone (4 required)

1 _____

2 _____

3 _____

4 _____

All accounts are due and payable NET 25th day of the month following Date of Invoice. A service charge of 1 - 1/2% per month, which is an annual percentage rate of 18%, will be charged on all past due accounts. In the event TRS shall bring any legal action to collect any amount due from applicant to TRS, applicant shall pay all costs and attorney's fees incurred by Vendor in said action. I/We declare under penalty of perjury that the foregoing information is true and correct.

Date: _____ **Company:** _____

By: _____

GUARANTEE

I/We personally and jointly and severally guarantee payment of all sums due Vendor including the cost of all materials purchased by said company and/or delivered to or installed in any real property or improvements thereto, owned by either said parties, and/or services performed for said parties, including attorney fees and costs.

Date: _____ ***Signature of Guarantor** _____

Date: _____ ***Signature of Guarantor** _____

AT LEAST (2) TWO PRICIPALS OF COMPANY MUST SIGN ABOVE

RULES AND REGULATIONS

Initial each statement below:

- _____ All bins must be maintained in a sanitary condition at all times by the owner or operator of the premises.
- _____ The weight of any loaded bin shall not exceed 200 pounds for 90 gallon carts, 1,000 pounds for front load bins and 16,000 pounds for roll off containers.
- _____ No bin shall be filled to over capacity. Lids must be completely closed to prevent public health problems, spillage, and public nuisance.
- _____ No hazardous waste or hazardous material shall be placed in a bin. TRS can not legally haul this material, nor will Kern County's landfills accept it. If you question whether an item is hazardous, call us.
- _____ No infectious waste shall be placed in the bin.
- _____ No tires are to be placed in the bin
- _____ No liquids of any kind shall be placed in the bin.
- _____ Any bin not accessible to the truck or any bin that has to be moved over 12 feet each way will be assessed an additional charge.
- _____ Bins will not be picked up where overhead obstructions throughout the route of entrance or exit are lower than:
 - (a) 25 feet for supply conductors and cables of 750 to 22,500 volts.
 - (b) 20 feet for all other overhead obstructions.
- _____ Customer acknowledges that he has care, custody and control of equipment owned by TRS and accepts responsibility and liabilities for the use, storage and or loss of the equipment and its contents except when it is being physically handled by the employees of TRS.
THEREFORE, THE CUSTOMER EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRS FROM AND AGAINST ANY AND ALL CLAIMS FOR LOSS OF OR DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF PERSON OR PERSONS RESULTING FROM OR ARISING IN ANY MANNER OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT.
- _____ TRS shall acquire title to the solid waste deposited by Customer in the equipment when such waste is loaded into or onto TRS's truck and shall thereafter be considered as abandoned by Customer, notwithstanding any possible value thereof. Title to and liability for any waste, of any nature, included above shall remain with the Customer and Customer agrees to defend, indemnify and hold harmless TRS from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste included above.
- _____ Customer agrees to notify TRS of any damages to equipment as soon as it is observed so that proper repairs may be made to insure serviceability and safety.
- _____ If service requires gaining permission for access across property owned by a third party(s), the customer is responsible for obtaining written permission from the third party.
- _____ TRS will not be responsible for damage done to roadways/driveway surfaces, culverts, etc., due to its equipment traveling on customer property, nor will TRS be responsible for damage done to roads, road surfaces, culverts, etc., on property or easements leading to or from the location at which the service is performed.

Proper Loading of Roll-Off Boxes

1. What type of material will be disposed?
 - A. *Dirt, rock, concrete or any other heavy material* can not be in a box over 20 yards in capacity.
2. The customer must understand that even a 20 yard box may be overloaded and therefore must ensure that the *box does not reach a capacity over 16,000 lbs.*
3. If boxes must be *offloaded or reloaded* at the site, the customer will be charged for additional service at an hourly rate of *\$95.00 per hour.*
4. Roll-Off must be placed on *a hard level surface.*
 - A. If surface is not available upon delivery and TRS must then prepare the surface customer will be charged for additional service at an hourly rate of *\$95.00 per hour.*
 - B. If box must be returned to TRS, customer will be charged a return fee of *\$101.98.*
5. Weight must be distributed evenly over the width and length of the Roll-Off box. Any heavy material should be segregated and loaded on the bottom. This is a safety issue that must be adhered to. Each axel and wheel or sets of wheels has a maximum legal weight set forth by the California Vehicle Code.
6. Unfortunately additional costs may be incurred by the customer if the above regulations are not followed. Therefore, the customer must accept full responsibility for the loading of the boxes while the boxes are in their possession.

Clerk Signature

Customer Signature

Date
