

# JUNK MONKEY

## ROLL-OFF GUIDELINES & TEMPORARY SERVICE AGREEMENT

This Roll-Off Guidelines and Temporary Service Agreement (“Agreement”) is between Junk Monkey and the entities/individuals identified herein, and hereinafter referred to as “Customer.” Said parties hereto covenant and agree to the following:

1. Junk Monkey shall furnish all labor, equipment, materials and supervision related to providing roll-off containers for waste removal and disposal services to the Customer.
2. Customer understands and agrees which materials Junk Monkey CAN/CANNOT accept:

### Acceptable

Asphalt Roofing  
Cabinets, Windows & Doors  
Carpet & Flooring  
Ceramic Goods  
Concrete, Brick, Rock & Stone  
Decking  
Fixtures  
Furniture  
General Household Trash  
Insulation  
Piping  
Landscaping Debris  
Lumber, Siding & Drywall  
Piping  
Wiring

### Unacceptable

55 gallon Drums  
Acid  
APPLIANCES  
Asbestos  
BATTERIES  
Cleaners, Bleach and Chemicals  
Gasoline, Propane, Flammable Chemicals  
Explosives  
Florescent Lights and Ballasts  
Hazardous Materials  
MOTOR VEHICLE PARTS  
PAINT  
Toxic Materials  
TIRES  
TV's and Computer Monitor

3. If Junk Monkey is unable to haul a container because Customer has unacceptable material in the container, Customer agrees that it will be responsible for the removal of all such materials from the container, and Customer shall incur a \$75.00 charge for each haul that Junk Monkey cannot complete due to Customer's breach of this Agreement. For purposes of the Agreement, a haul is considered completed upon placement by Junk Monkey of the container's contents at the sanitary disposal facility.
4. If a container is to be loaded with extremely heavy material, for example, concrete, asphalt, or brick materials, Customer agrees that it will fill the container no higher than marked on the container. If Junk Monkey is unable to haul an overweight/overloaded container the customer will incur a trip charge of \$75.00 per service attempt. **An excess tonnage fee of \$55 per ton shall be assessed for each load that exceeds the agreed max weight per load.** Any damage caused to the container because of Customer's overloading with heavy material shall be the sole responsibility of Customer.
5. **Customer agrees that it will not load materials above the top of the container. If Junk Monkey is unable to haul an overloaded container the customer will incur a trip charge of \$75.00 per service attempt.** Any damage caused by an overloaded container in transit shall be the sole responsibility of Customer. Customer understands and agrees that it will not force the back door of the container closed. Customer understands and agrees that the container shall be loaded only when the door has been closed and locked. Any damage to the container while on the Customer's site shall be the sole responsibility of Customer.

Initials: \_\_\_\_\_

6. **Customer understands and agrees to keep the area around the container clear, and Customer will utilize its best efforts to afford truck access to the container. If Junk Monkey is unable to haul a container because access to the container is blocked or obstructed, a \$75.00 trip charge fee shall be assessed for each container that is blocked or obstructed.**
7. Customer agrees to indemnify and hold harmless Junk Monkey and its employees for any direct or consequential damage caused by container placement, loading, and removal, including but not limited to broken or cracked driveways, sidewalks, damage to lawns, trees, shrubs, etc.
8. It is expressly agreed that Junk Monkey is not liable to Customer for any delays in the performance of this Agreement for any incidental events arising from or caused by vehicle breakdown, motor vehicle accident, fires, strikes, war, or inclement weather.
9. In the event Customer issues a payment or payments, including, but not limited to checks or credit card payments, which are dishonored for any reason, Customer shall pay a service charge to Junk Monkey in the amount of \$25.00 for each such item dishonored.
10. Junk Monkey reserves the right to assign any outstanding debts under this Agreement to a third party agency or attorney for collections. Customer shall subsequently pay Junk Monkey its collection costs. Should circumstances require suit to be brought for collection of said debt, Customer agrees that it is liable for any and all attorney's fees and court costs incurred by Junk Monkey relating to such legal action.
11. A container deposit of a determined amount by Junk Monkey, per container shall be paid to Junk Monkey by Customer at the inception of this Agreement. Upon Customer's breach or cancellation of the Agreement, Junk Monkey shall apply the deposit to any unpaid balance due, or cancellation fee. By retaining the deposit, Junk Monkey in no way relinquishes or waives any of its rights to collect further monies due and/or to pursue claims for damage from Customer.
12. Customer agrees to indemnify and hold Junk Monkey harmless from and against any and all claims, demands, regulatory proceedings, and all damages, costs (including, without limitation, settlement costs), and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to any claim pertaining to contamination or adverse effects on the environment, or any violation of governmental laws, regulations or orders relating to waste handling and disposal.
13. Notwithstanding any of the foregoing, Junk Monkey reserves the right to cancel this Agreement at any given time, for any reason, and shall not be liable to Customer for any cost incurred, direct, indirect, consequential, or otherwise.
14. This Agreement contains the entire understanding between the parties and may not be altered or waived except by a writing signed by both the parties. No waiver by either party of the breach of any term or condition of this Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement.
15. If any provision of this Agreement is or becomes invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.
16. This Agreement will be governed by the law of the state of Texas, applicable to contracts executed and to be performed entirely in the state of Texas.
17. PAYMENT TERMS: Terms are 15 days from the date of invoice. Invoices remaining unpaid after 15 days shall be assessed a late fee of eighteen percent (18%) per annum. Please submit payment to Junk Monkey, LLC: 6349 Canyon Dr. Amarillo, TX 79110

Initials: \_\_\_\_\_

I, individually, on behalf of the Company listed below (where applicable), and Company (where applicable), collectively "Customer," intending to be legally bound, have read, understand and agree to the terms of this Agreement, and shall be legally bound by same. Further, the undersigned individually warrants and represents that he/she has express authority to enter into this Agreement on behalf of the Company below (where applicable):

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Signature

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Printed name

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Company Name

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Contract Inception Date