



# Clean Green Hauling & Removal LLC

## Clean Outs & Junk Removal Agreement

### Billing Information

Customer Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### Service Location

Customer Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

### Service Description

Equipment Needed (truck and/or trailer): \_\_\_\_\_

Removal Date: \_\_/\_\_/\_\_ Time: \_\_\_\_\_

Load Size: ¼ ½ ¾ 1 full trailer

Estimated Number of Hours: \_\_\_\_\_ Estimated Number of People: \_\_\_\_\_

Description of job/Special instructions: \_\_\_\_\_

Items requiring special handling/disposal:

Tires: \_\_\_\_\_ Paint: \_\_\_\_\_ Freon Items: \_\_\_\_\_ Televisions/Electronics: \_\_\_\_\_  
Oversized Items: \_\_\_\_\_ Other: \_\_\_\_\_

Haul Rate: \$ \_\_\_\_\_ per load

*Additional fees: Materials not accepted for landfill disposal \$150 or 1/3 of haul rate, whichever is greater. \$2.50 per minute fee plus disposal charges to process and handle any materials deposited in dump trailer which are banned from being buried at landfills (see below).*

**Total Estimated Fee:** \_\_\_\_\_

### Terms & Conditions

- 1) Equipment & Content Regulations
  - a) Customer certifies that he or she is either the property owner, has power of attorney for the property owner, or is the licensed contractor/broker for the property and is authorized to discard all items selected for removal or recycling. Customer may not authorize any other individuals to place items into the dumpster for any reason.
  - b) Placement of Dumpster. Customer warrants and represents that any location provided by Customer for the dumpster is sufficient to bear the weight and size of the dumpster. Company shall not be responsible for any damage to pavement or any other road surface material, lawns, fences, shrubbery, septic system, private well, or any other form of property damage. Every effort will be made by the Company to prevent property damage. Company has the right to refuse to place dumpster or select alternate location if they feel damage may occur.
  - c) Customer is fully responsible for the entire contents to be removed and is the rightful owner of the material placed in the dumpster until the contents are accepted by the prospective disposal facility.
  - d) Hazardous and Unacceptable Material Prohibited. Customer warrants and represents that the dumpster will not contain any hazardous materials and acknowledges that the disposal of such hazardous materials is strictly prohibited. For purposes of this Agreement, "hazardous materials shall mean any waste which is listed, has the characteristics of, or is otherwise



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identified as hazardous waste or subject waste under applicable state or federal laws or regulations, including but not limited to the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder). "Unacceptable Material" shall mean any non-hazardous waste which is not permitted to be processed at a facility under applicable laws or permits, source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 and the regulations thereunder; asbestos-containing waste; mercury-containing waste; and any waste delivered by Customer which is not approved by Company. If Customer has any questions about whether a particular material is considered hazardous, please call the Company before items are selected for removal.

- e) Concrete and roofing shingles. Heavy loads such as concrete and roofing shingles will be loaded only to the half fill line as marked on the interior of the dumpster. If you are unsure if your load is "heavy" please ask the Company.
  - f) Consequences of Violating Regulations. In the event that contents that are not allowed by this contract or any Federal, State, County, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense.
- 2) Permits, Approval, and Fees. Customer shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction therewith. This includes road/street permits for having dumpsters placed in the public roadway.
  - 3) Indemnification. Customer agrees to indemnify and hold harmless the Company from, against and in respect to any and all claims, losses, expenses, damages, obligations and liabilities (including costs of collection and reasonable attorney's fees) of any kind or nature whatsoever, including any misrepresentation, breach of warranty, or non-fulfillment of any representation, warranty, covenant or agreement of or by Customer in this Agreement. This provision shall survive the termination of this Agreement.
  - 4) Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understanding, oral or written, between the Parties with respect to the subject matter hereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either Party hereto.
  - 5) Amendment. This Agreement may be modified only by an agreement in writing signed by the Parties hereto.
  - 6) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.
  - 7) Severability. Customer agrees that each provision contained in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions or parts thereof contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or parts or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the then applicable law.
  - 8) Waiver. A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.
  - 9) Notice. Any notice required or permitted to be given under this Agreement shall be sufficient only if in writing and if sent by United States mail, certified, return receipt requested, postage prepaid, to the Parties at the addresses set forth in the first paragraph of this Agreement.
  - 10) Signature. Your signature verifies your understanding and cooperation of the terms as they have been set forth.

**Clean Green Hauling & Removal LLC**

**Customer**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date