## **Legion Of Dumpsters & Customer AGREEMENT**

THIS AGREEMENT for the Year 2022 is an agreement between Customer & Legion Of Dumpsters LLC.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

**1. Services.** Customer retains Legion of Dumpsters, and LOD agrees to follow their policies set forth throughout this agreement.

## 2. Consideration / Compensation:

- (a) In exchange for the full, prompt, and satisfactory Services to be rendered to Customer, Customer shall provide LOD, as full and complete compensation the sum of the invoice provided to Customer to be paid before Customers Roll-Off is dropped to Customer.
- **(b)** LOD is not entitled to receive any other compensation or any benefits from Customer. Except as otherwise required by law, Customer shall not withhold any sums or payments made to LOD for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely LOD's responsibility. Customer further understand and agree that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

### 3. Indemnification / Release:

(a) LOD agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless to Customer, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of LOD or any LOD Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

# 5. Insurance and Other Requirements:

(a) LOD warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability and errors and omissions or professional liability insurance covering all of its Services.

#### 6. Termination:

This Agreement shall be effective on the date of which the first Roll-Off is dropped through 1 year of that date. Unless otherwise Services are terminated for any reason we may require another agreement signed.

## 7. Independent Contractor:

(a) LOD is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. LOD shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

#### 8. General:

- (a) This Agreement does not create an obligation on Customer to continue to retain LOD beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.
- **(b)** This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.
- **(c)** All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.
- **(d)** Customer agrees to not include any of the following items within our Roll-Off Dumpster. Customer agrees that if these items are included in the dumpster LOD reserves the right to invoice Customer for additional charges after dumping for any fines that we incur at the dumpsite.

Items off limits:

- Tire(s)
- TV, Stereos, VCR, etc.
- Batteries of any size
- Asbestos
- Mattress(es)
- Paint Cans, Spray Paint Cans, etc.
- Hazardous Materials, Chemicals, etc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Legion Of Dumpsters:	Customer
	By:
Signature	Name:
	Title:

# **EXHIBIT A**

## INDEPENDENT CONSULTANT AGREEMENT SCOPE OF SERVICES

Company hereby retains Freelancer, and Freelancer hereby agrees to perform for Company, certain services, including, but not limited to the following: **[insert description of services]**