



AJ Foyt Roll Offs, LLC Terms and Conditions

SERVICES RENDERED: The undersigned (AJ Foyt Roll Offs, LLC) agrees to furnish the solid waste collection and disposal service and equipment specified above and Customer agrees to make payment as provided for herein and abide by the terms and conditions of this Agreement.

BINDING EFFECT: This Agreement is a legally binding contract on both the part of AJ Foyt Roll Offs, LLC and Customer and their respective heirs, successors, and assignees in accordance with the terms and conditions put out herein. Customer shall make payment to AJ Foyt Roll Offs, LLC within ten (10) days of the receipt of invoice from AJ Foyt Roll Offs, LLC. AJ Foyt Roll Offs, LLC may impose and Customer agrees to pay a late fee for all past due payments, such late fees not to exceed the maximum for state allowed by applicable law.

WASTE MATERIAL: The waste material to be collected and disposed of by AJ Foyt Roll Offs, LLC pursuant to this Agreement is solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, used oil. Oil filters, batteries, tires, any item with refrigeration, or hazardous material. The term "hazardous material" shall include, but not be limited to any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1978, as amended, or applicable state law. AJ Foyt Roll Offs, LLC shall acquire title to the waste material when loaded into AJ Foyt Roll Offs, LLC trucks. Title to and liability for any waste excluded above shall remain with the Customer and Customer expressly agrees to defend, indemnify and hold harmless AJ Foyt Roll Offs, LLC from and against any and all damages, penalties, fines and legalities resulting from and arising out of such waste excluded above.

LIABILITY FOR EQUIPMENT: Customer acknowledges that it has the care, custody, and control of the equipment owned by AJ Foyt Roll Offs, LLC and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of AJ Foyt Roll Offs, LLC. Therefore, Customer expressly agrees to defend, indemnify, and hold harmless AJ Foyt Roll Offs, LLC from, and against any claims for loss or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of customer use, operation of any equipment furnished under this agreement.

DAMAGE TO PAVEMENT: Customer acknowledges that AJ Foyt Roll Offs, LLC shall not be liable for any damages to pavement, curbing, or surfaces resulting from trucks servicing the agreed upon area.

RATE ADJUSTMENTS: AJ Foyt Roll Offs, LLC reserves the right to adjust the rates hereunder based upon increases in fuel costs, increases in disposal facility cost, increased due to changes in local, state, or federal laws, or charges or regulation and increases in transportation costs due to change in the location of disposal facilities. AJ Foyt Roll Offs, LLC may also adjust the rates hereunder from time to time to reflect the percentage increase in the U.S. city average Consumer Price Index published by the United States Department of Labor Statistics. AJ Foyt Roll Offs, LLC may also adjust the rates hereunder in an amount in excess of such percentage increase with the Customer's consent upon notice from AJ Foyt Roll Offs, LLC at least (30) days prior to effective date of adjustment. Customer consent may be evidenced by practices and actions of the parties.

SERVICE CHANGES: The type, size, and amount of equipment, the frequency of service, and corresponding changes in rates, may be changed by parties, either in writing or by the practices and actions of the parties, without affecting the validity of this agreement. The Agreement shall continue in effect for the term provided herein and shall apply changes of service address location of the customer within the area AJ Foyt Roll Offs, LLC provides collection service.

EXCUSED PERFORMANCE: Neither party hereto shall be liable for its failure to perform or delay in performances hereunder due to emergencies beyond its reasonable control including, but not limited to strikes, riots, fires and acts of God.

ASSIGNMENT: Neither party shall assign this Agreement without the prior written consent of the other party, except that AJ Foyt Roll Offs, LLC without Customer's consent may assign this Agreement to any corporation affiliated with AJ Foyt Roll Offs, LLC.

ROLL OFF CONTAINER SERVICE: All roll off containers must be loaded uniformly and shall not be overloaded by weight on either side or end of the roll off container. AJ Foyt Roll Offs, LLC holds the right NOT to remove the container from the customer's property or the roll off container location if the roll off container has been deemed too heavy to carry by AJ Foyt Roll Offs, LLC. In said case if the roll off container is too heavy to carry, the Customer will be required to off load the roll off container until AJ Foyt Roll Offs, LLC, can safely transport it. Customer also may be subjected to a "dry run fee" if deemed necessary by AJ Foyt Roll Offs, LLC. A "dry run fee" is encountered when AJ Foyt Roll Offs, LLC has been called to Customer's property or the roll off container location with no services rendered by AJ Foyt Roll Offs, LLC.

CUSTOMER INITIALS: _____