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| Olcese Waste ServicesNew Customer Application | | | | |
| Business Contact Information | | | | |
| Title: | | | | |
| Company name: | | | | |
| Registered company address: | | | | |
| City: | | | State: | ZIP Code: |
| |  |  | | --- | --- | | Phone: | Fax: | | | | | |
| E-mail: | | | | |
| Delivery address if different | | | | |
| Type: Visa MC. Etc. | Card Number | | Exp. Date | |
| Billing Zip Number on back | | | Auto Charge monthly billing Yes No | |
|  | | |  |  |
| Bin Size | Times per week Monthly Pricing | | | |
| Effective Date: | Delivery Date: Service Day(s): | | | |
|  |  | | | |
| **Company name** grants to Olcese Waste Services, (“OWS”), the exclusive right, and OWS shall furnish equipment and services, to collect and dispose Customer’s Waste Materials. OWS will provide the services in this Service Agreement (“Agreement”) 1-year (“Initial Service Period”) from the Effective Service Date. At the end of the Initial Service Period, this Agreement will renew and extend for successive periods of thirty (30) days. If either party does not want to renew the Agreement, then written notice of termination by certified or registered mail, return receipt requested, at least thirty (30) days prior to termination date of the existing Service Agreement must be given to the other party. If the Customer terminates this agreement in any other manner or fails to make payment when due, then the Customer shall pay the following liquidated damages to OWS, three (3) months liquidated damages. The prevailing party shall be entitled to reasonable attorney fees and costs related to any breach or enforcement of this Agreement.   1. **Charges; Payments; Adjustments**   Customer agrees to pay OWS for Services as set forth in this Agreement. Payment shall be made within thirty (30) days of receipt of invoice. If payment is not made when due, Customer shall pay a service charge on all past due amounts from the date of the invoice at a rate of eighteen percent (18%) per annum, or if less, the maximum rate allowed by law. OWS may also terminate this Agreement upon notice to the Customer and recover any equipment on the Customer’s property. OWS shall be entitled to liquidated damages in the manner set forth above in the event OWS terminates the agreement for no or slow payment. During the course of this Agreement it may be necessary for OWS to reasonably increase its rates due to substantial increases in costs outside of OWS’ control, such as fuel, disposal, regulatory fees, etc. Upon reasonable documentation to Customer, Customer agrees to pay such adjustments. Any changes in rate would require a thirty (30) day advance notification to Customer. OWS and the Customer may agree to make other changes effecting collection days, equipment or other matters. Such changes, whether by oral or written agreement, shall be part of this agreement once carried out by OWS.   1. **Equipment & Access**   All equipment furnished by OWS shall remain the property of OWS; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer’s location, except when it is being physically handled by OWS. Customer agrees to indemnify, defend and save the OWS harmless from and against any and all liability which the OWS may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer’s breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer’s use, operation or possession of any equipment furnished by the OWS. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to OWS in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by OWS, an additional fee for any service modifications caused by or resulting from Customer’s failure to provide access. Customer warrants that Customer’s property is sufficient to bear the weight of OWS’s equipment and vehicles and that OWS shall not be responsible for any damage to the Customer’s property resulting from the provision of services.   1. **Miscellaneous**   (a) Customer grants to OWS a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give OWS prompt written notice of any such offer and a reasonable opportunity to respond to it. (b) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, inclement weather and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (c) This Agreement shall be construed in accordance with the law in the state of Nevada. | | | | |
| Authorized Signatures | | | | |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Olcese Representative  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |