



Customer's Duties and Liability Waiver

970-834-1144

Locally Owned and Operated

www.mountainhighdisposal.com


Customer acknowledges that it has the care, custody and control of the equipment owned by Mountain High Disposal and accepts responsibility for the equipment and its contents while it is on customer's property. Therefore, customer agrees to indemnify and hold harmless Mountain High Disposal from and against any and all claims for loss of damage to property, injury or death of person or persons resulting from or arising in any manner of customers use, operation or possession of any equipment furnished under this agreement. Customer acknowledge Mountain High Disposal employees may drive company vehicles on customers property and accepts responsibility for any and all damage that may occur from Mountain High Disposal. This includes damage to roads, culverts, fences, landscaping, or other areas that the truck may contact while attempting to service the customer's container. Furthermore, customer will warrant that all waste placed in the container, is of nonhazardous nature and that no liquids will be placed in container. Also, tires and batteries are not acceptable in the roll off dumpster.

Customer Signature

Date

Customer Name _____

Service Address _____

CUSTOMER NAME City Of Garden City		SITE NAME Town Hall , Community Center		 <div>15416 HWY 14 AULT, CO 80610 970-834-1144</div>
ATTENTION Brett Bloom		ADDRESS 621 27th St. Road , 620 27th StRd		
ADDRESS 621 27th ST. Road		CITY Garden City STATE Co		
CITY Garden City		ZIP CODE 80631		Mountain High Disposal Customer Service Agreement
STATE Co		PHONE # 970-576-4508		ACCOUNT NUMBER
ZIP CODE 80631		APPROVED BY Justin		
TEL NO. 970-576-4508		CONTACT Brett Bloom		

N/O	TYPE	SIZE	QUANTITY	SERV FREQUENCY	DELIVERY FEE	MONTHLY RATE	EXTRA LIFT	OVERAGES	LENGTH OF CONTRACTS
	Comm.	2yd	1	1x weekly	waived delivery fee	82.50	\$100.00	\$85 for items outside of can only Limit 5 Tons	3yr
	Comm.	3yrd	1	1x weekly	waived delivery fee	95.00	If extra pick up is requested	50 per ton overage Max 8 Tons Over 10 Tons=	3yr
	Comm.	30yrd	8	will call	waived delivery Fee			100 per Ton	Seasonal, 450.00 Per Container Dump

<p>HEREINAFTER REFERRED TO AS THE "COMPANY"</p> <p>BY: _____</p> <p>(AUTHORIZED SIGNATURE) _____ TITLE _____</p>		<p>The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had the authority to sign the Agreement on the behalf of Customer</p>	
		<p>(AUTHORIZED SIGNATURE)</p>	
		<p>CUSTOMER NAME (PLEASE PRINT) _____ DATE OF AGREEMENT _____</p>	
		<p>TERMS AND CONDITIONS</p> <p>Services. The Customer grants to Company the exclusive to collect and dispose of all Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials") and Company agrees to furnish such services.</p> <p>Materials. The Waste Materials shall not contain any hazardous materials, waste or substances; toxic substances wastes or pollutants; contaminants, pollutants; infectious wastes; medical waste; or radioactive wastes (collectively, "Excluded Waste"), each as define by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs, and reasonable attorneys' fees) collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.</p>	
<p>OFFICE USE ONLY</p> <p>START DATE 02/26/25</p> <p>DELIVERY DATE 04/28/25</p> <p>COMMENTS 4 30yrd For Spring Cleanup 4 30yrd For Fall Cleanup to be placed at will call</p>		<p>Title. The company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.</p>	
<p>30yrd Placement: 2 at a time. Serviced will call. weekend Service</p>			



TERMS AND CONDITIONS (Continued from other side)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$100 for each check submitted by Customer that is an insufficient funds check or is returned or dishonored. Customer shall pay the Company within 30 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request and it requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may from time to time by notice to Customer increase the rates provided in this Agreement to adjust for any increase in; (a) disposal costs; (b) transportation costs due to a change in location of Customer of the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Material's above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. The company may increase rates for reasons other than those set forth above with the Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services,

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment the Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend, and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation, or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. The company may charge an additional fee for any additional collection service required by the Customer's failure to provide access.

DAMAGE TO PAVEMENT. The company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces from Company's providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company, If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breached this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) 3 months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including riots, terrorist acts, compliance with Applicable Laws or governmental orders, or acts of God, shall not constitute a breach of this Agreement.

ATTORNEY'S FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorney's fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or processing.

TERM. The initial term of this agreement shall start on the date of this agreement and continue for 36 months thereafter. Any notice of termination under this Agreement by customer shall be void unless sent via certified mail, return receipt requested, and received by Company,

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials, This Agreement shall be binding upon and insure solely to the benefit of the parties assigns. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall be modified to be valid, legal, and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be assigned thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the consents of this Agreement, as though it were original.