



Locally owned & operated since 1976

P.O. BOX 2167 • Edmond, OK 73083

(405) 348-8411

RESIDENTIAL SERVICE AGREEMENT

This agreement entered into this _____ day of _____, 20____, by Roberts Disposal Service, Inc., hereinafter called Company and _____

Customer Name: _____ Last Name First Name Middle Initial

Service Address: _____

Primary Phone: _____ Secondary Phone: _____

Billing Address: _____

Customer hereby requests, and Company hereby agrees to furnish the following equipment and service:

- a. Day of Service each week: M T W Th F
b. Number of Containers* _____
* additional containers must be kept at least 6 months
Size: 95 Gal. Poly Cart

Customer agrees to pay Company the sum of \$ _____ Dollars each month, billed quarterly, in advance, for the equipment and services furnished by the Company by the 10th of the following month.

Terms and Conditions

This agreement shall include collection and disposal of solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive or toxic material. All title to the solid waste shall be vested in the Company when such waste has been loaded into Company's truck. Customer acknowledges that it has care, custody and management of the equipment owned by the Company and accepts responsibility for the equipment and its contents except when it is being physically handled by the employees of the Company. Therefore, Customer expressly agrees to defend, indemnify and hold harmless the Company from and against any and all 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's use, operation or possession of the equipment furnished under this Agreement. This Agreement is for a term of five years and shall be automatically renewed for successive five year periods without further action by the parties unless: (i) the Customer notifies the Company in writing 60 days prior to the end of the term of their termination of the agreement; or (ii) the Customer moves out of the service area and provides Company with written notice of such move and Customer's new address. Customer shall owe Company for services through the end of the month of the move out date. The monthly charge may be adjusted by Company from time to time upon 30 days notice to Customer prior to the effective date of the adjustment. Such adjustments shall be made on January 1st of each year following the first complete year of service and shall reflect changes in the consumer price index of no more than 5% per year. Adjustments in the type or frequency of service shall not affect the remaining Terms and Conditions set forth herein except with respect to the revised price for such adjusted service. Company may assess applicable fees for delivery and/or removal of furnished equipment. Parties agree that Customer shall and does hereby hold Company absolutely harmless for any and all damages which may be done by Company's trucks to driveways or access roads to the container location or for damage to enclosures around or adjacent to containers or for damage which may be done by containers on wheels or rollers. NEITHER PARTY HERETO SHALL BE LIABLE FOR ITS FAILURE TO PERFORM HEREUNDER DUE TO CONTINGENCIES BEYOND ITS REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ADVERSE WEATHER CONDITIONS, STRIKES, RIOTS, FIRES OR ACTS OF GOD

RDS, I

X _____
Accepted by Customer (signature)

Effective Service Date: ____/____/____

Date of Agreement: ____/____/____