



Terms and Conditions – Liberty Waste Solution

Please read the following Terms and Conditions regarding services with Liberty Waste Solutions (LWS). Customers acknowledge he or she has read and understands the terms and conditions and LWS agrees to furnish said services.

Terms and Conditions:

1. **Services Rendered:** The undersigned Liberty Waste Solutions agrees to furnish the following services:
Provision of collection equipment and the collection of solid waste &/or recycling and disposal thereof.
Customer agrees to make the payments as provided for herein and abide by the terms and conditions of this Agreement.
2. **Waste Material:** The waste material to be collected and disposed of by LWS pursuant to this Agreement, is residential solid waste and recyclables generated by the customer excluding radioactive, volatile, highly flammable, explosive, toxic, 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 Resources Recovery Act of 1976, as amended or applicable state law. LWS shall acquire title to the waste material when it is loaded into LWS trucks. Title to and liability for any waste excluded above shall remain with the customer, and the customer expressly agrees to defend, indemnify and hold harmless LWS from and against all damages, penalties, fines, and liabilities resulting from or arising out of such waste excluded above.
3. **Liability for Equipment:** Customer acknowledges that it has the care, custody and control of equipment owned by LWS and accepts responsibility for the equipment and its contents, except when it is being physically handled by employees of LWS. Customer agrees to reimburse LWS \$125.00 per cart for damages beyond normal wear and tear as determined at the sole discretion of LWS (Examples: loss, theft, dismantling, fire, destruction by animals, graffiti etc...).
Therefore, the Customer expressly agrees to defend, indemnify and hold harmless LWS from and against any and all claims for loss of or damage to property or injury to or death of a person or persons, resulting from or arising in any manner out of Customer’s use, operation or possession of any equipment furnished under this Agreement.
4. **Damage to Pavement, Private Driveways and Landscaping:** Customer grants LWS access to Customers residence for collection services. Therefore, the Customer expressly agrees to defend, indemnify and hold harmless LWS from and against all claims for loss or damage to pavement, curbing, landscaping, or driving surfaces, whether public or private, resulting from
LWS provides a service whether before or after Customer’s location.

5. Landfill, Recycling Processing, Fuel Adjustments and Inflation: LWS reserves the right to adjust rates hereunder based upon increases in landfill, recycling processing, fuel and/or inflationary costs.
6. Changes: Changes in the rates, the type, size and amount of equipment and the frequency of service may be agreed to orally or in writing by the parties without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties.
7. Failure to Perform: In the event LWS fails to provide agreed upon services to the customer, the customer will assume no responsibility for the remainder due under the term. In the event Customer fails to pay LWS all amounts which become due under the term of this Agreement, or fails to perform its obligations hereunder, and LWS refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by LWS as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.
8. Excused Performance: Neither party hereto shall be liable for its failure to perform due to contingencies beyond its reasonable control including, but not limited to, riots, fires, strikes, mechanical breakdowns, and "Acts of God".
9. Term: This agreement is for a term of three (3) months and shall be renewed for successive three (3) month terms without further action by the parties but may be terminated at the end of any three (3) month period by either party. Customers are responsible for the full three (3) month billing period without proration or refund should services be canceled during a billing cycle once the Equipment requested by the Customer has been delivered.
10. Payments: Customer shall pay LWS quarterly, or yearly bases on the services and/or equipment provided by LWS in accordance with the charges and rates provided herein. Payments shall be made to LWS upon receipt of an invoice. A late fee of 10% may be imposed after 15 days of receipt of invoice, and the Customer agrees to pay said late fees for all past due notices.