



Waste Haul, LLC  
1180 E. McNeese St. Ste. A-3  
Lake Charles, LA 70607  
[www.wastehaul.com](http://www.wastehaul.com)

337 217-0111 Phone  
337 474-9832 Fax  
[info@wastehaul.com](mailto:info@wastehaul.com)

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## Credit Application

By completing the form below, I agree to abide by the terms and conditions of the Waste Haul Service Agreement on the reverse side of this document. I have read and agree to these terms for all requested services with Waste Haul, LLC.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Tax ID Number or SSN: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Check all that applies to you:  Corporation  Partnership  LLC  
 Sole Proprietorship  Other

Date Business Established: \_\_\_\_\_ State where your company was organized: \_\_\_\_\_

Bank Name and Contact Information:

Trade Reference and Contact Information:

Trade Reference and Contact Information:

Trade Reference and Contact Information:

Other Authorized Representatives:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Waste Haul

KEEPING OUR COMMUNITY CLEAN

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## SERVICE AGREEMENT Terms and Conditions

- Service Rendered.** Waste Materials. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of the Agreement, "Waste Materials" means all non-hazardous and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by, Company (collectively, "Excluded Materials"). Customer is permitted to dispose of household garbage but will incur an additional fee per yard due to landfill restrictions. Title to and liability for Excluded Material shall remain with Customer at all times. Customer is responsible for any and all fine, levies, taxes or fees associated with the disposal of unauthorized waste.
- Term.** The initial term of this Agreement is twelve months from the Effective Date set forth above and/or the duration of the project in which the current bid was tendered. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each. This agreement is also automatically cancelled after 12 months inactive service.
- Services Guaranty.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer, Customer may terminate this Agreement with the payment of all monies due through the termination date.
- Charges; Payments; Adjustments.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within thirty (30) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, fuel charges, changes in local, state, or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increase in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.
- Extra Charges.** Extra charges may apply to overloaded containers, additional trip charges, damaged equipment, disposal fees associated with improper items placed in container, household garbage or other prohibited materials that are outlined in this agreement.
- Equipment, Access.** All equipment furnished by Company shall remain the property of Company; 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. 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 Company in the condition in which 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 company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.
- Indemnity.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer 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 any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company 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 Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.
- Right of First Refusal.** Customer grants to Company 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 Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
- Miscellaneous.** (a) Except for the obligation to make payments hereunder, neither part shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected part shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_