



# Commercial End User Agreement-Volume Guarantee

BullBag Rep Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Account Information

Customer			
Contact Name			
Billing Address			
City, State, Zip			
Phone		Fax	
Email			

## Contractor License Number State

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## Additional Locations

City	State	Contact	Phone	Email

## BullBag Bags

Qty BullBags		Cost Per Bag	
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## Contracted Cost Per Disposal – Base Pricing

*4 Yard Disposal		
*6 Yard Disposal		5 Year Guarantee
*8 Yard Disposal		

\*Based on MSW or similar debris not mentioned in sections below.

## 8 Yard Pick-Up Volume Pricing with Guarantee

Volume Pricing	8 Yard	Volume Selected	Sign on Guarantee Line
10 Pickups Per Month	\$249.00		
20 Pickups Per Month	\$239.00		
30 Pickups Per Month	\$219.00		
50 Pickups Per Month	\$209.00		



Volume Pricing is based on minimum pick-ups over three-month consecutive period beginning the first consecutive month following the start of this agreement. If agreement starts mid quarter the remainder of the quarter will be prorated and the remainder of the quarter calculated accordingly. If minimum volumes are not met, customer will pay "Contracted Cost per Disposal – Base Price" not the lower tiered pricing. Volume Pricing is per location and not bundled for multiple locations.

Quarters are defined as follows:

- First Quarter - January, February, March
- Second Quarter - April, May, June
- Third Quarter - July, August, September
- Fourth Quarter - October, November, December

Customers account will be reviewed five (5) business days following each three-month period. If customer does not meet guaranteed pickups over the preceding quarter the customer will be retroactively charged the difference between published rates and volume pricing guaranteed by the customer. Over the term of this agreement the Customer has the ability to change levels of guaranteed business but must have a minimum of ten pickups per month.

**Discount:** 10% discount applies on second or more bags on same pickup day and service location only.

### Other Material Disposal Costs

Tile	<b>\$349</b>	Concrete	<b>\$349</b>	Brick	<b>\$349</b>	Masonry	<b>\$349</b>
Roofing	<b>\$349</b>	Asphalt	<b>\$349</b>	Dirt	<b>\$349</b>	Other	<b>\$349</b>

Roofing, dirt, masonry, concrete, asphalt and brick should only be filled to the "4 Yard Fill Line" and will incur additional charges.

### Out-Of-Bag Disposals (Each)

Mattress	<b>\$50.00</b>	Sofa	<b>\$50.00</b>	Love St	<b>\$50.00</b>	Sleeper S/LS	<b>\$55.00</b>
Box Spring	<b>\$50.00</b>	Stove	<b>\$59.00</b>	Dryer	<b>\$59.00</b>	Other	<b>\$59.00</b>
TV/Monitor	<b>\$30.00</b>	Doors	<b>\$18.00</b>	Washer	<b>\$59.00</b>	Refrigerator	<b>\$59.00</b>
AC Wind	<b>\$30.00</b>	Tires-Pers	<b>\$42.00</b>	Tub	<b>\$45.00</b>	Stove	<b>\$59.00</b>
		Tires-Truck	<b>\$75.00</b>	Pallet	<b>\$6.00</b>	Dishwasher	<b>\$59.00</b>

### Additional Notes:


### Authorized Signature

Print Name		
Title		
Date		Initial
Sign & Initial		

Terms and Conditions follow on pages 3 and 4.



I agree that the signature and initials typed in above will be the electronic representation of my signature and my initials for all purposes when I use them on documents or legally binding contracts. Just the same as pen-and-paper signature or initial. I agree that I have read all terms and conditions on pages two and three and by signing above I am bound by those terms and conditions.

**AUTHORITY TO EXECUTE AGREEMENT:** The persons executing this Agreement on behalf of the Customer hereby represent and warrant that they have full power and authority to bind the Customer and BullBag Corporation, as applicable.

**TERMS:** This agreement is for a term of five years and shall start on the approval date on the front of this agreement and shall automatically be renewed for successive one five terms without further action by the parties, unless either party gives to the other party written notice by certified mail return receipt

**ASSIGNMENT AND BENEFIT AGREEMENT:** This agreement and all modifications shall be binding upon the parties and their successors and/or assigns. This agreement may be assigned by BullBag. In the event Customer sells the business operated at the service location and fails to secure an assumption of this Agreement by Customer's purchaser, such assumption being subject to the reasonable approval by BullBag Corporation, Customer shall nonetheless remain liable under the terms hereof.

**By participating in the BullBag Waste Removal Program, and purchasing the BullBag and/or the BullBag disposal service, you agree to the full rules and regulations stated below:**

**No Charge BullBag's** – If no charge bags issued to the Commercial End User in this agreement are not used within 90 days of the signed date of this agreement, they will be billed the amount of \$39.00 per bag or must return the BullBag's to BullBag Corporation.

**Charges and Payment** – Customer shall pay BullBag Corporation (hereinafter referred to as BullBag) for the disposal provided by BullBag including any excess disposal charges levied due to overfilling of bag, waste placed alongside or around the BullBag, removal of items not able to be placed into bag, in accordance with the schedule of charges.

Each of the above fees will be charged to the credit card on file prior to the specified service is to be provided or payable in check at time service is performed.

For all amounts billed and not paid in advance, Customer shall make payment within five (5) days after the date of an invoice from BullBag. BullBag may impose, and Customer agrees to pay, a late fee no greater than that allowed by law on balances not paid within five (5) days of the date of the invoice. In the event that any payment is not made when due, BullBag may, at his sole option, implement all legal recourses to recover all past due payments. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds including reasonable Attorney fees, Court fees and interest rate of 22%.

**Waste Material** – Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean solid waste generated by Customer excluding radioactive, volatile, flammable, explosive, biomedical, infectious, 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 Resource Conservation and Recovery Act of 1976, an enabled or applicable state law. BullBag will not acquire title to conforming waste material when it is located into the BullBag trucks - customer is solely responsible for the contents of their BullBag from the time filled to the time brought to the transfer stations. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless BullBag from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

**Driveways and Parking Areas** – Customer warrants that any right of way provided by Customer for BullBag's equipment is sufficient to bear the weight of all BullBag's equipment and vehicles reasonably required to perform the service herein contracted. BullBag shall not be responsible for damage to any private driving surface, pavement or accompanying sub-surface of any route reasonably necessary to perform the service herein contracted and Customer assumes all liabilities for damage to driving surfaces, pavement or road surfaces and entire container placement site. 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.

**Contamination** – The inclusion of any materials not meant for the Equipment type as described above may result in cost alteration. Any loads rejected by the landfill are subject to a contamination fee and billable directly to the customer. The Customer is solely responsible for the Equipment's contents.

**Unacceptable Materials** – this list may not be all inclusive, please call with specific questions

Hazardous waste - Industrial waste - Chemical products - Oil filters - Herbicides & pesticides - Radioactive material - Solvents - Paint (except completely dried paint cans, no liquids), other flammable liquids, Aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil/ oil filters - Contaminated oils (mixed with solvents, gasoline, etc.) - Antifreeze - Appliances - Petroleum contaminated soil/lead paint chips - Tires (where permitted an additional fee of \$25-\$50 will be charged) - Batteries - Computers, Monitors, Televisions, Microwaves - Fluorescent Tubes - Railroad Ties - Medical Waste - Animals - Barrels - All liquids

**Additional charges** – In all states and counties, an additional fee will be charged for each mattress, appliance, furniture and tire (where permitted) disposed in the BullBag. This charge will be automatically applied to the credit card on file once we receive notification of its presence - please refer to the website for the appropriate charge in pickup locale as prices may vary by state or town, as necessary. Roofing shingles, asphalt, paving, concrete, brick, dirt, etc are charged at a higher rate than regular waste, cleanout and renovation material. Please call us with questions.

**Overfills and Offloads** – The Customer is required to observe the fill lines on the side of the BullBag. BullBag will not lift/empty Equipment with debris protruding from the top or Equipment that surpasses the weight restrictions as labeled on the BullBag tag. In this event, the Customer is responsible for its offload and may incur an additional service fee to enable safe operation of the equipment. Any overfills (measured in 12 inch increments) will be billed back to the customer's credit card on file.

**Acts of Mother Nature** – BullBag only charges set flat rates for disposal of an appropriately filled BullBag. Excess height increments due to acts of mother nature are not charged for. Excess fill due to BullBag's being filled by others than the owner of the bag, is the responsibility of the owner of the bag.

**Equipment Care** – The equipment you have purchased from BullBag shall remain your property. Each BullBag is warranted for manufacturers defects and Customer acknowledges that it is their responsibility for its contents, to ensure that they are utilizing the bags as per intended use. Customer agrees not to overload (by weight or volume), alter the equipment and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless BullBag against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's misuse, operation or possession of the equipment not in accordance with bag tag or box instructions.



**Access** – Customer agrees to provide unobstructed access to the equipment on the arranged collection day. If the equipment is inaccessible so that the scheduled pick up cannot be made, BullBag will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the access and reschedule the service, however, BullBag will charge an additional fee for Customer's failure to provide initial and safe access. This fee varies by locale and can be found on the website or by calling the customer service toll free number. We endeavor to empty all bags as promised, within 3 business days of processing an order. Please provide unobstructed access to BullBag on the scheduled collection day. BullBag reserves the right to charge a trip charge of \$75 customers failure to provide access and or mis placement of the BullBag, including but not limited to power lines and cables within 50' from BullBag above and around , behind a fence exceeding 20' away and 8' high, vehicles , pods and other non-conforming access.

**Disposal Pricing** – BullBag disposal can vary based on zip code of your service location. Pricing can differ by city, county and state. Disposal price is subjected to change at any point of time until your disposal is scheduled with the customer service team. disposal prices above may be subject to increase due to tipping fees, , tolls, permitting, licenses etc. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change 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, 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. Increases 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.

**Cancellations** – Cancellations made within 24 hours of the scheduled service date are subject to a \$50.00 cancellation fee. Cancellations made on the scheduled delivery date will be subject to a cancellation fee equal to that disposal price corresponding to the BullBag size scheduled for emptying.

**Disclaimer** – Due to uncertain soil conditions and sub surface terrain, BullBag cannot and will not be held responsible for any damage to customer driveways, curbs, lawns or walks, wells and septic systems. Customers are responsible to inform the company of conditions that may prohibit safe disposal for all and all's property/equipment. It is the customer's responsibility to make BullBag aware of any utilities, which might be affected by the utilization of the waste transportation vehicle. Every effort will be made to empty customer's BullBags within 48 hours, 5 days a week. However, due to inclement weather, traffic conditions or mechanical breakdowns, delivery times or dates could vary. We will promptly contact you if there are delays in pickups.

**Disaster Response** – pricing is suspended during state of emergency and storm response. Customer can contract separately with BullBag Corporation for storm debris pricing which will include increased tipping fees and over time rates.

**Excused Performance** – Neither party hereto shall be liable for its failure to perform or delay performance hereunder due to circumstances or the significant threat of circumstances beyond its reasonable control, whether foreseeable or not, including, but not limited to strikes, labor trouble, riots, compliance with laws or government orders, acts of war or terrorism, inability to access container, vehicle or equipment issues, fires, traffic issues and acts of God and such failure shall not constitute a default under this Agreement.

**Attorney Fees** – In the event of breach of the Agreement by either party, the breaching party shall pay all reasonable attorney's fees and costs of the other party incident to any action brought to enforce this Agreement. In the event Customer fails to pay BullBag all amounts which become due under this Agreement, Customer agrees to pay, in addition to the amount due, any and all costs incurred by BullBag as a result of such failure to pay, and including to the extent permitted by law, reasonable attorney fees, LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, remainder of the contract based on previous volume. MISCELLANEOUS. (a) 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 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 party 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.

**Refunds** – All refund, compensation, and/or credit requests must occur within 7 days of service completion. Any refunds issued will be at the sole discretion of BullBag.

End of Agreement