

Acct# _____

SERVICE AGREEMENT
BARRY BROS. DISPOSAL, LLC
P.O. Box 650040, NEWTON, MASSACHUSETTS 02465
Phone (508) 668-0455 OR (800) 338-DUMP (3867) Fax (508) 668-0536

Effective Date: _____

<u>Customer Service Location</u>	
Name: _____	
Address 1: _____	
Address 2: _____	
City: _____ State: _____	
Zip: _____ Phone: _____	
Contact: _____	
Email: _____	
Fax: _____	

<u>Customer Billing Information</u>	
Name: _____	
Address 1: _____	
Address 2: _____	
City: _____ State: _____	
Zip: _____ Phone: _____	
Contact: _____	
Email: _____	
PO: _____	

A Quantity _____ Size _____ Equip _____ Material _____ Locks _____ Wheels _____ P/U Freq _____
 B Quantity _____ Size _____ Equip _____ Material _____ Locks _____ Wheels _____ P/U Freq _____
 C Quantity _____ Size _____ Equip _____ Material _____ Locks _____ Wheels _____ P/U Freq _____

	A	B	C
Delivery			
Monthly Rental			
Haul Charge			
Disposal/Ton			
Paper Credit			
Other			

	A	B	C
Monthly Fee			
Extra Dump			
Overage / Ton			
Extra Bulk Per Yard			
Handling Fee			
Other			

Schedule: M TU W TH F S Frequency: ___xWkly EOW Monthly On-call 1st P/U: _____

Special Instructions: _____

Directions: _____

THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT ON THE REVERSE SIDE, AND HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER. SMALL CONTAINER SERVICE IS BASED ON WASTE WEIGHING LBS/YD.

CUSTOMER: _____

Barry Bros. Disposal

Authorized Signature _____

Authorized Signature _____

Printed Name _____

Michael Barry

Printed Name _____

Title _____

Owner

Title _____

Date _____

Date _____

Barry Bros. Disposal
SERVICE AGREEMENT
TERMS AND CONDITIONS – NON-HAZARDOUS WASTE

initials _____

1. Barry Bros. Disposal LLC (“BBD”) agrees to provide solid waste collection (including all recyclables) and disposal services including equipment to Customer at the locations and prices specified and customer agrees to make payments as provided herein and abide by all of the terms and conditions of this Agreement.
2. This Agreement supersedes all previous Agreements and is intended to form a legally binding contract between BBD and Customer, and their respective heirs, successors and assigns. The individual signing this for Customer warrants and represents that s/he is authorized to sign on behalf of Customer. This signed agreement will take effect at earliest possible cancellation date if the customer is under a current contract with another provider. If BBD delivers equipment and has to remove due to another agreement with another provider the customer is responsible for the delivery and removal fee, which is estimated at approximately \$150.00. This Agreement is subject to and enforceable under the laws of the Commonwealth of Massachusetts.
3. This Agreement is for a term of three (3) years commencing on the Effective Date specified in this Agreement, or if both parties specify none, then on the latest date of execution. The term of this Agreement will automatically renew for successive three (3) years term without further action by the parties, but may be terminated at the end of any three (3) years term if either party delivers written notice to the other by certified mail, postage prepaid, or by overnight delivery or hand delivery with signed receipt, not less than sixty (60) days prior to the expiration of the then current term. The date of receipt of such notice shall be deemed the date of delivery. If Customer has an existing solid waste service agreement with another vendor as of the execution of this Agreement, the commencement date shall be the date of lawful termination or expiration of such other agreement.
 - 3a. If Customer is unhappy with services provided by BBD, customer will notify BBD by method(s) explained in paragraph three (3) above. If BBD cannot correct the specified problem within thirty (30) days, this agreement can be cancelled and the equipment removed with no penalties upon payment of any outstanding balances.
4. BBD reserves the right to adjust all prices established herein to reflect increases in fuel costs, or disposal facility costs, change in weight of waste, or transportation costs due to a change in the location of disposal facilities, or to reflect costs incurred as a result of changes in local, state or federal taxes or laws, regulations, by-laws or ordinances. BBD may also adjust the rates hereunder from time to time to reflect the percentage increase in the Consumer Price Index for All Urban Consumers for the Boston area. BBD may also increase rates for reasons other than those set forth above with thirty (30) days notice prior to the effective date of the adjustment. Recyclable material value is subject to fluctuation based on Market Value of each material.
5. Changes in the rates, or the type, size and amount of equipment, and the frequency of service, may be agreed to orally or in writing without affecting the remainder of this Agreement. All other changes must be agreed to in writing, signed by both parties. Consent to authorized oral changes may be evidenced by the practices and actions of the parties.
6. Customer shall pay BBD on a monthly basis for services and/or equipment furnished in accordance with the charges and rates provided. Customer shall make payment to BBD within ten (10) days of the receipt of an invoice. Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate for same allowed by applicable law.
7. All equipment furnished by BBD for use by Customer, including installations and power packs, shall at all times remain the property of BBD and Customer shall have no right, title, or interest in such equipment unless specified in a separate written contract. The Customer will not move, overload or make any alterations or improvements to BBD furnished equipment without prior written consent of BBD.
8. Customer agrees to place only solid waste in BBD equipment, excluding radioactive, volatile, acidic, corrosive, highly flammable, explosive, toxic, biomedical, infectious, bio-hazardous, regulated medical or other hazardous material as defined by applicable Federal, State or local law or regulation. BBD shall acquire title to the waste material when it is loaded into BBD trucks. Title to and liability for any waste excluded above shall remain with the Customer and is responsible for any fees or costs that may arise due to the banded items.
9. Customer accepts responsibility and liability for the care, custody and safe keeping of BBD equipment and its contents except when it is being handled by BBD employees or subcontractors. Customer agrees, to the maximum extent authorized by law, to defend, indemnify and hold harmless BBD, and its directors, officers, employees and contractors, from and against any and all liabilities, claims, losses, damages, costs, or expenses (including reasonable attorneys’ fees) resulting from or arising in any manner out of (i) Customer’s use, operation or possession of equipment furnished under the Agreement, and (ii) Customer’s violation of any provision of the Agreement, except to the extent caused by the sole negligence of BBD.
10. Customer agrees to provide BBD unimpeded access to BBD equipment at all times for servicing. If equipment does not have completely clear and safe excess there is be a trip charge (this includes but not limited to snow, ice, equipment, etc.). Customer acknowledges that BBD will be accessing such equipment using heavy vehicles and agrees that BBD shall not be liable for any reason for damage to any private pavement, subsurface areas or structures, or adjacent improvements, or to any route reasonably necessary or foreseeable to perform the services herein contracted.
11. In the event Customer wishes to terminate this Agreement prior to expiration of the then current term, Customer agrees to pay BBD as liquidated damages, an amount equal to the sum of Customer’s average monthly billing for the most recent six (6) months multiplied by six (6), or if Customer has not been serviced for six (6) full months, Customer’s average monthly billing multiplied by six (6). In the event Customer fails to pay BBD all amounts which become due under this Agreement, or fails to perform its obligations hereunder, Customer agrees to pay, in addition to the amounts due under this Agreement, any and all costs incurred by BBD in collecting the amounts due, including reasonable attorneys’ fees.
12. Customer grants to BBD 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 BBD prompt written notice of any such offer and a reasonable opportunity to respond to it.
13. Except for the payment of amounts due, neither Customer nor BBD will be liable for failure to perform under this Agreement due to events beyond their reasonable control including, but not limited to, strikes, riots, unusual weather conditions, or acts of God.
14. Neither party shall assign this Agreement without the prior written consent of the other party, except that BBD may assign this Agreement to any affiliate. The change in ownership of shares in a corporation shall not constitute an assignment of this Agreement.
15. BBD MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INFACIT OR BY LAW (INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING THE PROVISION OF EQUIPMENT OR SERVICES UNDER THIS AGREEMENT IF CUSTOMER PROVIDES OWN EQUIPMENT AND/OR INSTALLATION, BBD IS NOT RESPONSIBLE FOR THE CONDITION, FITNESS OR EFFECTIVENESS OF SAID EQUIPMENT OR INSTALLATION.
16. Except as provided in this Agreement, no party shall be liable to the other for any special, punitive, indirect or consequential damages.
17. The invalidity or in-enforceability of any provision herein shall not affect the validity or enforceability of any other portion of this Agreement. Any void provision shall be deemed severed from the Agreement and the balance shall be construed and enforced in a manner that is as close as possible to the intent of the stricken