

CAPTAIN HOOK LLC

8345 W. Little York, Suite 4
713-939-0444

Houston, TX 77040
(FAX) 713-939-0494

CUSTOMER SERVICE AGREEMENT

Customer Name: _____ Container SN: _____

Delivery Address: _____ Container Size: _____

Container Placement: _____ Weight Allowance: _____

Driver Initials: _____ Delivery Ticket #: _____ Payment Method: _____

TERMS, CONDITIONS AND CUSTOMER ACCEPTANCE

Terms

This agreement legally binds the business/individual identified as "Customer Name" and Captain Hook LLC, the "Company" subject to the conditions listed below and in accordance with the laws of the state of Texas in effect at the time of acceptance. Customer grants to Company the exclusive right to dispose of and/or recycle all of Customer's waste materials and warrants under this agreement that the materials shall be **NON-HAZARDOUS** and **NON-PROHIBITED** as defined by, character or listing under applicable federal, state, or local laws or regulations. Such "excluded material" shall not be placed in the container and shall remain with the customer at all times.

Payment

Unless otherwise agreed the customer shall make PAYMENT IN ADVANCE for all quoted service, by either Major Credit Card, Cash, Money Order or Pre-approved personal or business check. Customer's paying via Cash, Check or Money Order are subject to a security deposit, the amount of such deposit to be determined at the time of order. The customer further agrees to pay any and all additional charges, such as over service weight landfill charges, additional rental fees, dry run fees, fees incurred as a result of weights in excess of pre-included amounts, any costs as a result of damage to company equipment from customer negligence, or from removal of hazardous or prohibited material. Customer 's that pay by credit card and incur additional fees will have the credit card charged for those fees. Customers with a deposit on file will have any additional charges deducted from the deposit prior to any refund **being issued**.

Equipment Access

All equipment furnished by the Company shall remain the property of the 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 it's contents while at customer's location. Customer shall not overload, move or alter the equipment and shall use equipment only for its intended purpose. Customer shall provide unobstructed access to the equipment on the scheduled pick-up day. Company shall NOT be responsible for any damage to customer's property, including pavement, subsurface or curbing, resulting from company's provision of services. Customer warrants that the right of way is sufficient to bear the weight and physical dimensions of the company's equipment and vehicles. Customer understands that lawn damage may occur during a construction/clean-up project. No repair is offered or provided.

Indemnity

The customer agrees to **indemnify, defend and save the company harmless** from 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 the customer's breach of this Agreement or by any negligent act, negligent omissions or willful misconduct of the customer or it's employees, agents or contactors in the performance of this agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of or in connection with the performance of non-performance of this agreement.

Roll Off Container Service

- The company shall not be responsible for the inadvertent disposal of material placed in the container that the customer deems not to be waste
- All containers must be loaded uniformly and shall not be overloaded by weight on either side or end.
- All containers shall be not be loaded above the top of the container
- All containers are subject to removal and disposal of contents after one week
- Containers, which are blocked, directly or indirectly, overweight, cannot be tarped flat or any other circumstances which prevents the company from removing the container for disposal in a timely fashion shall be charged a **DRY RUN FEE** and a **DAILY RENTAL FEE** until the container is accessible.
- Incremental per ton disposal cost for the container weight in excess of the basic maximum listed above shall be back charged on a per ton basis at the public gate rate in effect at the time of disposal.
- The company at its discretion may refuse to remove containers with an estimated weight in excess of 18,000 pounds

Authority

The signer below represents and warrants that he/she has read the document and understands its contents and is duly authorized to execute this agreement and agrees to reimburse the company for all expenses or damages incurred. The customer understands and agrees that all services rendered to the individual/company for whom he/she is the responsible party are charged directly to him/her and that he/she is personally responsible for payment. The customer understands that if service is suspended or terminated, any fees for services rendered to him/her will be immediately due and payable. The customer understands that interest may be charged on overdue accounts at that highest rate allowable by Texas law.

Customer Signature _____ Date _____ Phone Number _____

Print Name if Other Than Customer _____ Drivers License # _____