



WORK ORDER

Tel: (416) 461-BLUE (2583) Fax: (416) 466-9977

35 Basin Street, Toronto, ON M4M 1A1

www.blueenvironmental.com

wayne@blueenvironmental.com

'Garbage Bins All Sizes-Industrial, Commercial, Residential'

Name: _____ Date: _____

Address: _____

Customer's Order No. _____

No. of Containers picked up	Yards	Special Instructions	Recycling Yards/Material

Time Start	Time Finished
Dump Charge	Rental Charge
Weight Restriction Allowance	Total\$

☐ VISA/MC/AMEX/ _____ EXP _____

☐ ON ACCOUNT _____ CASH/COD _____

Other Services:

<input type="checkbox"/> Demolition	<input type="checkbox"/> Excavating	<input type="checkbox"/> Bobcat Work
<input type="checkbox"/> Snowplowing	<input type="checkbox"/> Loaders	<input type="checkbox"/> Salting

Description of work:

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DRIVERS LICENSE NO. _____

The undersigned acknowledges receipt of material referred to in this contract and confirms that no damage has been occasioned during service to any person or property; and all material is 100% non-hazardous. Once signed this form becomes a valid contract. Terms are net 15 days. Interest on overdue work orders and invoices will be 2% per month. Customer is responsible for all H.T.A. Fines. See further conditions on reverse side.

Driver Signature: _____ Customer's Signature _____



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TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM. This agreement is a legally binding contract and shall extend for a minimum period of three (3) years from the effective date of service and shall be automatically renewed from year to year unless either party shall give written notice of termination (Certified Mail) to the other at least thirty (30) days prior to the termination date. In the event the Customer should discontinue the Service Agreement other than as provided above, it is agreed and contracted that said Customer shall pay to Contractor as liquidated damages a sum equal to six months charge to be determined on the basis of the average of the latest six months invoices during the existence of this Service Agreement, or if the customer has not been serviced for six months, customer's most recent monthly charge multiplied by six. The Schedule of Charges shall be adjusted twelve months after the effective date of service and every twelve months thereafter to reflect increases or decreases in the Consumer Price Index during the preceding

twelve month period. Contractor agrees that if Customer no longer requires any collection and disposal service for its waste materials, through discontinuance of its business, relocation outside the area in which the Contractor provides collection service, or similar reason, Customer may terminate this agreement upon written notice given to the Contractor at least thirty (30) days prior to the intended termination date, but only upon payment of all amounts then due Contractor. **DEFINITION OF EQUIPMENT.**

The word 'equipment' as used in these Terms and Conditions shall mean all containers used for the storage of waste material including stationary compaction units, stationary baling units, waste material loading devices, tanks, tankers, and such other on-site devices as may be specified on the face of this Agreement. **CUSTOMER'S DUTIES AND LIABILITY.** The equipment provided by Contractor is done so for Contractor's convenience in providing the service called for by this Agreement. Customer shall be responsible for the cleanliness and safekeeping of the equipment. Customer shall not make any alterations or improvements to the equipment without the prior written consent of the Contractor. Customer shall not overload the equipment, nor use it for incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear. Customer warrants that waste delivered to Contractor hereunder will not contain any hazardous or toxic waste as defined by local, state, federal or provincial laws or regulations. All equipment furnished by the Contractor for use by the Customer which the Customer has not purchased shall remain the property of the Contractor and the Customer shall have no right, title or interest in equipment. Customer agrees to defend, hold harmless and indemnify Contractor against all claims, lawsuits and any other liability of injury to persons or damage to property

or the environment connected with the use of the equipment by the Customer or breach of any warranty by the Customer. On collection day, the Contractor's vehicle shall have clear access to the equipment. If the equipment is blocked to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Contractor's vehicle. Any additional collection will be classified an 'extra pick-up' and so duly charged. **CHARGES AND PAYMENT.** Customer shall pay the Contractor on a



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monthly basis for the collection and disposal service provided by the Contractor (including all charges for equipment maintenance) in accordance with the schedule of charges shown on the reverse side of this agreement. Payment shall be made by Customer within ten (10) days after receipt of an invoice from the Contractor. In the event that any payment is not made when due, Contractor at its sole option may at any time terminate the Agreement on notice to the Customer and recover any equipment on the premises of the Customer. Contractor may impose, and Customer agrees to pay, a late fee for all past due payments not to exceed the maximum rate allowed by applicable law. **DISPOSAL AND FUEL COST**

INCREASES. Since sanitary landfill and other disposal charges and fuel costs to which the Contractor is subject are a significant cost of the service provided, Contractor may increase the unit price of the collection services provided

the Customer in an amount equal to any equivalent unit increase in disposal or fuel costs.

CHANGES. Changes in the Schedule of Charges, frequency of collection service, number, capacity and type of equipment may be agreed to

orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties. **DRIVEWAYS AND PARKING AREAS.** Customer warrants that any right of way provided by Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all of the

Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted.

ATTORNEY'S FEES. In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

ASSIGNMENT AND BENEFIT. This agreement shall be binding on the parties and their successors and assigns. **MISCELLANEOUS.** If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. Blue Environmental reserves the right to return any material deposited in the bin back to the service location and to refuse any load that is deposited in the bin, and to remove the load from the bin while at and or on the customer's property. Blue Environmental accepts no responsibility for any reason whatsoever for damage

caused by the bin or the disposal truck to the customer's property; the customer waives all rights and accepts all responsibility for any damage done to any and all surrounding property. Service Fee(s) Include the following and are based according to Blue

Environmental and are subject solely to the discretion of Blue Environmental and may change at any time without notice. Disposal bin rental fee(s) range from \$75.00 to \$250.00; surcharges are applied at a \$25.00 per day rate for each day over three days.

Dumping fees are comprised of a multitude of units, based on transportation, the weight of waste material in the bin, the type of material in the bin, overloading of the bin, demurring, and access to the bin. The unit price ranges from \$70.00 to \$150.00.



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Minimum charges are \$300.00 for bins under 10 cubic yards (max. weight: 3000 lbs), \$350 for 14 cubic yards (max. weight: 4000 lbs), \$500.00 for a 25 cubic yard (max. weight: 5000lbs) and \$650.00 for a 40 cubic yard bin (max. weight: 6000lbs). The customer is solely responsible for any damage done to, or loss of the bin at full replacement cost. If the customer wishes to pay with a credit card, Blue Environmental reserves the right to charge all of the above charges in accordance with the aforementioned to the customer's card. The customer agrees that all waste material deposited in the bin is 100% non-hazardous waste material. All overdue invoices are subject to 2.5% interest per month.