



DISPOSAL & RECYCLING

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Disposal ♦ Landfill ♦ Recycling

501 Riverside Road ♦ Mesquite, Nevada 89027
Phone: 702-346-5396 ♦ Fax: 702-346-8297 ♦ Web: www.vvdisposal.com

Service / Equipment Rental Agreement

Company Name: _____ Phone: _____ Fax: _____

First Name: _____ Last Name: _____

Billing Address: _____ E-Mail: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____ Fax: _____

Equipment Location: _____

City: _____ State: _____ Zip: _____

1. This Agreement is made between Virgin Valley Disposal, Inc. ("Contractor") and _____

("Customer").

2. **A) PAYMENT SCHEDULE:** Contractor agrees to rent to the Customer, in accordance with this Agreement, equipment that is needed by the customer in carrying out its operation. The equipment, and the rates for rental of said equipment, are described in Addendum "1", Virgin Valley Disposal, Inc.'s General Price Structure or are located on contractors website (www.vvdisposal.com). This Addendum is included herein by reference and Customer acknowledges that said Addendum is incorporated into this Agreement as if set forth in full herein. Customer shall also pay Contractor each month for the Contractor's services with respect to picking up and hauling waste from Customer's premises. Addendum "1", Virgin Valley Disposal, Inc.'s General Price Structure, as well as the prices located on contractors website, are included herein by reference and Customer acknowledges that said Addendum are incorporated into this Agreement as if set forth in full herein. Payment shall be made in cash or by check on or before the 15th day of each month, and received at Virgin Valley's principal offices at the address designated herein, or at such other location Contractor may specify by notice or in writing at least fifteen (15) days prior to the due date of the next payment. Late payments shall be subject to interest at the rate of 18% per annum, with a minimum charge of five dollars (\$5.00), added to subsequent statements.

B) CHANGE IN RATES: Due to the fluctuating costs of contractor's business, customer agrees that contractor may adjust its collection rates by notifying customer, in writing, within fifteen (15) days of contractor making such adjustment, or contractor may simply post its new rates on its website and customer agrees to pay said new rates.

C) LENGTH OF AGREEMENT: The terms of this Agreement shall be month-to-month. It shall run indefinitely until either party notifies the other, in writing, of intent to cancel said Agreement. This Agreement shall commence upon the date Customer signs this Agreement or the date Customer accepts delivery of the equipment, whichever shall occur first.

D) DEFAULT, TERMINATION & DELINQUENCY CHANGES: Upon the delinquency of any rent installment or non-payment of service fee for collection, for fifteen (15) calendar days, or upon breach of any other material condition or term hereof; or if bankruptcy or insolvency proceedings are commenced by or against Customer or a receiver is appointed for its business or Customer discontinues business at the address specified herein, Contractor shall have the right without notice or demand, to terminate this Agreement and repossess the equipment.

Upon termination of this Agreement, Customer shall allow access to and assist Contractor in removing the equipment and, if Customer refuses or fails to do so, Contractor shall have the right to enter Customer's premises or any other premises where the equipment may be found and to peaceably take possession of and remove the equipment without legal process. Customer releases any claim or right of action for damages against Contractor caused by reason of such entry and removal. If Customer refuses or fails to allow repossession by Contractor, Customer shall pay all expenses and costs incurred by Contractor in enforcing its repossession rights. Such expenses and costs include, but are not limited, to a \$200 service call fee, removal and storage expenses, court costs and reasonable attorneys fees. The foregoing remedies shall not be exclusive and Contractor may pursue all other legal or equitable remedies. Any repossession or subsequent sale or subsequent lease by Contractor of the Equipment shall not bar an action for deficiency as herein provided, and the bringing of an action or the entry of judgment against the Customer shall not bar Contractor's right to repossess the equipment. **CUSTOMER WAIVES ANY AND ALL RIGHTS TO NOTICE AND JUDICIAL PROCESS WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY CONTRACTOR IN THE EVENT OF A DEFAULT TERMINATION OF THIS AGREEMENT AS DESCRIBED HEREIN ABOVE.**

Customer has read the foregoing Agreement, including the terms on reverse side hereof. Customer has received a fully completed and signed copy of this Agreement.

By: _____
Contractor Title

By: _____
Customer Title

Date: _____

Date: _____

3. SERVICE BEYOND PROPERTY LINE: Customer further agrees to release contractor from any liability, and not hold contractor responsible, for any damage to any and all property, equipment, including, but not limited to, sidewalks, curbs, gutters, asphalt, concrete, grass, foliage, structures, etc. and from any and all damages or injuries to persons, as a result of contractor entering the property to remove the contents of the containers, or for any other business reason that contractor has in entering said property. Customer agrees further to indemnify and hold harmless contractor, to the fullest extent permitted by law, contractor, its agents, employees, officers, directors, shareholders, or owners from and against any and all claims or losses, resulting from contractor entering property or customer. Furthermore, customer agrees to release contractor from any and all damage to property equipment and or injuries to any person that occur from contractor leaving a container on a public or private street when the request is made by customer to leave said container on public or private street. Customer will take full responsibility for any and all damages to said containers.

4. OWNERSHIP OF EQUIPMENT: Ownership and title to the equipment shall remain with the Contractor and the Customer's rights in respect to the rented Equipment is limited to possession and use in accordance with the terms of this Agreement. In that regard, Customer shall not remove or deface the sign, plate or other printed notice affixed to the Equipment disclosing Contractor as the owner, and shall resist by all lawful means any effort by third parties, including but not limited to Customer's creditors, lien holders, tax authorities, to take possession of the Equipment. Customer shall not attempt to sell, transfer or hypothecate the equipment.

The equipment shall at all times retain its status as personal property even if installed in or attached to real property. Contractor shall display notice of its ownership by affixing and identifying a label or plate or any other indication of ownership. Equipment shall be delivered to the location specified herein and shall not be removed from that location without Contractor's prior written approval.

5. USE, INSPECTION AND RETURN OF EQUIPMENT: Customer may possess and use the equipment so long as Customer is in compliance with this Agreement, and equipment shall be used in accordance with all applicable laws, insurance requirements, and manufacturer's specifications, warranties and instructions. Contractor shall have the right, upon reasonable prior notice, to inspect the Equipment at the premises of Customer or wherever the Equipment may be located. Upon termination of this Agreement, Customer will return equipment to Contractor in the same condition as received, normal wear and tear excepted. Customer shall be responsible for any missing or damaged parts to the equipment.

6. MAINTENANCE, INSURANCE AND TAXES: Contractor, at its expense, shall maintain the equipment in good operating condition and make all repairs and replacements necessary for its operation. However, Customer shall pay Contractor on demand the costs of all repairs, replacement parts, and labor attributable to abuse or negligent operation of the equipment by Customer, its agents or employees. Customer will, at its expense, carry public liability insurance with respect to the equipment, in such amounts as are reasonably satisfactory to Contractor, and such insurance policies shall also name Contractor as an insured there under. The proceeds of any public liability or property damage insurance shall be payable first to Contractor to the extent of its liability, if any, and the balance to the Customer. The proceeds may be used for the repair or replacement of the affected equipment. Customer shall furnish certificates, policies or endorsements to Contractor as proof of such insurance. Customer assigns to Contractor all of its rights, title and interest to any insurance not in excess of the unpaid obligations under the Agreement. Customer shall pay all taxes, license fees and assessments relation to the equipment or the use, registration, or operation thereof. Contractor shall not be liable for installation, or costs associated with installation, of utility services necessary to operate the equipment, nor any utility service charges attributable to the operation of the Equipment.

7. WASTE MATERIALS, COMPLIANCE WITH ENVIRONMENTAL LAW: The Customer shall ensure that the equipment and its operation remain in compliance with all federal, state, county and local environmental law. Customer agrees not to use the equipment for radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous materials. Customer shall promptly report to Contractor all citations, orders, notices or violations of environmental law, and Contractor shall not be responsible for any materials disposed of in the equipment. Customer shall defend, indemnify and hold Contractor harmless, as provided for in Paragraph 6 above, for any actual or alleged violations of environmental law.

8. EQUIPMENT REPLACEMENT: If the equipment is inoperable, Contractor, at its option, shall provide a suitable replacement with either new or reconditioned equipment.

9. NOTIFICATION TO CONTRACTOR OF NEED OF COLLECTION: Customer shall notify contractor with no less than twenty-four (24) hours notice of any garbage that customer would like contractor to remove. Any customer who does not provide twenty-four (24) hours notice shall be charged an additional fee, known as an "unscheduled service fee", described in the general price structure, attached hereto as Addendum "1", and incorporated herein by reference.

10. CUSTOMER'S RESPONSIBILITIES AS TO FILLING CONTAINER; DEMURRAGE FEE: Customer shall not fill any container above the top. Any container filled above the top, or for any other reason cannot be removed by Contractor, including but not limited to overweight containers, containers filled past heavy material line, inaccessible access to containers, etc., will not be serviced by contractor and a "call out fee" will be charged, described in the general price structure, attached hereto as Addendum "1", and incorporated herein by reference. Customers utilizing roll off containers shall be assessed an additional fee, known as a "demurrage fee", described in the general price structure, attached hereto as Addendum "1", and incorporated herein by reference, if the contents of the container are not removed by the contractor at least once every five days.

11. MISCELLANEOUS: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. The Customer shall execute and deliver to Contractor, upon the Contractor's request, such instruments and documents as Contractor deems necessary or advisable for the confirmation or perfection of this Agreement and Customer grants to Contractor a Power of Attorney to execute such instruments and documents in the Customer's name. Where so provided by law, Contractor may execute and file evidence of its ownership to any or all of the equipment and, if a signature is required by law, then the Customer appoints Contractor as the Customer's attorney-in-fact to execute any such documents and further agrees to pay Contractor a reasonable documentation fee to cover the expenses of making such filing(s).

12. INDEMNIFICATION: Customer acknowledges that it has care, custody and management of the equipment, and accepts full responsibility for the equipment and its proper use except when it is under the actual control of agents or employees of Contractor. Therefore, Customer shall defend, indemnify and hold Contractor, its agents, employees, officers, directors, shareholders or owners, harmless from and against any and all claims or losses, resulting directly or indirectly from Customer's use of the equipment. Customer shall immediately notify Contractor of receipt of any citation, claim, or lawsuit directly or indirectly involving or affecting the equipment, and inform Contractor of the name of the attorneys it has designated to defend Contractor's interests. Contractor shall have the option of accepting such attorneys or retaining attorneys of its choosing. In either event, the fees and expenses incurred in representing Contractor's interests shall be borne by Customer. Nothing contained in this Agreement shall be deemed to authorize Customer or any other person to possess or operate the equipment on behalf of Contractor or in any manner so as to incur or impose any liability or obligation for or on behalf of Contractor.

Equipment shall be kept on Customer's premises. Customer shall be solely and separately liable for injury to persons and/or damage to property resulting from the equipment being left on the public way. Customer shall defend, indemnify and hold Contractor, its agents, employees, officers, directors, shareholders or owners, harmless from and against any and all claims or losses, resulting directly from the equipment being left on the public way.

13. PERSONAL GUARANTY AND PERSONAL INDEMNIFICATION: The undersigned personal indemnitor and guarantor shall indemnify, and keep indemnified, and save and hold harmless contractor against all losses, costs, damages, expenses and attorney's fees whatever, and any and all liability, therefore, sustained or incurred by the contractor with respect to this Agreement, and agrees to personally be liable to contractor for any damages sustained by contractor with respect to this Agreement.

14. NEVADA LAW GOVERNS: The parties agree that any dispute arising out of this Agreement shall be governed by Nevada law. In addition, both parties consent that the resolution of any disputes arising out of this contract shall take place in Nevada.

15. ENTIRE AGREEMENT, NO MODIFICATION: Contractor, customer and the undersigned personal indemnitor and guarantor agree that this Agreement shall be the ENTIRE Agreement between the parties, and supersedes any other previous service Agreement between the parties. No modification or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties, OTHER THAN CONTRACTOR MAY CHANGE THE AGREEMENT IN ACCORDANCE WITH PARAGRAPH 2. B) ABOVE.