

**SIERRA CONTRACTING, INC.**

**CUSTOMER CREDIT APPLICATION**

Date: \_\_\_\_\_

Full Legal Company Name of Applicant/Buyer:

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Applicant's Taxpayer ID# (TIN, EIN or SSN) \_\_\_\_\_

Headquarters Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Principal(s)/Authorized Office(s) \_\_\_\_\_

In Business Since: \_\_\_\_\_ Year of Incorporation: \_\_\_\_\_

Check One:  Corporation  Partnership  Proprietorship  LLC

Primary Bank: \_\_\_\_\_

Bank Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Please Provide Three Trade Credit References:

Company	Contact Person	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By signing this application, applicant agrees to the terms and conditions of roll-off container agreement.

**SIERRA CONTRACTING, INC.**

**Hwy 70 East  
Ruidoso Downs, NM  
Phone: 505-378-1091  
Fax: 505-378-1411**

**Roll-off Container Agreement**

Company or Individual Name: \_\_\_\_\_  
Please print or type

Billing Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Job Site Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ After hours (emergency): \_\_\_\_\_

Supervisor or Job-sight contract: \_\_\_\_\_

Address of container location: \_\_\_\_\_

Anticipated duration of use for container: \_\_\_\_\_

Authorized agent or individual: \_\_\_\_\_  
Name Printed

By signing this Container Agreement, I accept the Terms and Prices contained herein.

\_\_\_\_\_  
Signature Date

Credit Card authorization:

Credit Card Number: \_\_\_\_\_

Expiration date: \_\_\_\_\_

Name in which card is held: \_\_\_\_\_

Please read carefully "Payment Terms" paragraph #3 of this agreement concerning credit card guarantee for payment for the term of this agreement.

\_\_\_\_\_  
Authorized signature for Credit Card charge Date

**Contract Prices:**

Roll-Off Rates : (Container size: \_\_\_\_\_)

Delivery charge to Customers location \_\_\_\_\_

Relocation Charge \_\_\_\_\_

Pull to disposal site \_\_\_\_\_

Daily rental on container \_\_\_\_\_

Tipping (dumping) rate by the ton \_\_\_\_\_

**\*\*Note:** dump fee minimum \_\_\_\_\_

Tires &/or Rims \_\_\_\_\_

Fuel Surcharge \_\_\_\_\_

SCI Agent Name: \_\_\_\_\_  
Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Additional Contract Terms**

**Term and Termination:** This agreement entered into on the date and between SCI and Customer as set forth in the Roll-off Container Agreement shall last for a term of month to month and automatically shall be renewed for an additional 30 day period unless either party gives written notice to the other at least seven (7) days prior to the end of the term. However, Customer may only cancel if Customer no longer requires service for the collection and disposal of waste through discontinuances of it's business, relocation outside of SCI's service area, or similar reason, by giving written notice to SCI, at least seven (7) days prior to the intended termination date.

**Duties and liabilities:** SCI will furnish safe containers (roll-offs) for the storage of legal waste until it is removed. Such containers are the property of SCI and Customer shall have no right, title or interest in the equipment apart from its use for the storage of solid waste pending collection pursuant to this Agreement. Customer accepts responsibility for the safe use of the equipment by customer and those it authorizes to load solid waste therein. Customer agrees to notify SCI promptly should the equipment become damaged or unsafe for any reason. If Customer directly or indirectly permits SCI's equipment to be modified, altered, damaged, made deliberately inaccessible to SCI, removed, hidden stored or otherwise maliciously interfered with, Customer shall pay for all damage, loss of use, storage fees, delivery costs, and attorney's fees in regaining possession of the equipment and returning it to its normal working condition, or at SCI's option, Customer shall pay for the replacement value of the equipment.

**Payment:** SCI will bill customer monthly. Terms are 15 days net from invoice date. SCI reserves the right to charge customer on a credit card account as authorized on page one of this agreement should the account exceed 30 days from invoice date. SCI, if not paid timely, has the option of seeking legal action as means of collection and reserves the right to collect from customer maximum interest allowed by law and all attorney's fees incurred to collect unpaid balances.

**Price and service adjustments:** The contract price will be adjusted periodically in an amount equal to any equivalent unit increase in disposal, operational, or fuel costs, to reflect increases in the unit price of the collection services. Any such unit cost increase shall be measured by (a) actual increase in fuel or operation costs and (b) actual increases in the sanitary landfill costs. Charges in the size of containers, frequency of pick-ups, and charges for service may be agreed to orally or in writing. Consent to oral changes shall be evidenced by the actions and practices of the parties and specifically by Customer paying SCI's invoice which reflects such changes.

**Indemnity:** Customer agrees to defend, hold harmless and indemnify SCI against all claims, lawsuits and any other liability of injury to persons, or damage to property or the environment connected with or rising out of Customer's (including Customer's employees and agents) use of the equipment. Customer agrees to indemnify and hold SCI harmless from all liability incurred by SCI for anything Customer puts in SCI's container which is not legal waste as herein defined.

**Miscellaneous:** This agreement is binding on the parties and their successors and assigns. If there is any conflict between handwritten or typed and printed provisions, the hand written or typed provision shall govern.

**Hazardous Waste:** The term "legal waste" means solid waste which SCI legally can dump in a sanitary landfill and does not include hazardous or toxic wastes as defined by the U.S. Resource Conservation and Recovery Act (I). Title to legal waste shall pass to SCI upon pick-up. Title to all other waste shall remain with Customer, who agrees to be responsible for all injury to persons or damage to property of the environment which is caused by anything placed in SCI's container which is not legal waste.

**Additional Services:** If Customer loads SCI's equipment with waste that will not dump in accordance with the equipment's design, the container will be returned to Customer with the waste still in it. The removal of such material will be the Customer's responsibility. The container will not be emptied until material is removed.

**Weight:** Customer will not overload the container and if overloaded, Customer will be responsible for unloading roll-off to legal weight. Customer acknowledges being informed that filling a roll-off (30 yard box) approximately one-third full (10 yards) with material such as dirt, concrete, brick, gravel, and earth debris, will reach the weight limit of the container. All citations paid by SCI due to over-weight filling of a roll-off will be charged back to Customer.

**Hazardous and Toxic Waste:** Hazardous and toxic waste is defined by the United State Environmental Protection Agency, the Resource Conservation and Recovery Act and various state and local laws and restrictions. As used in this Agreement, Hazardous and Toxic waste includes all wastes within the statutory and regulatory definitions and specifically includes: radioactive, volatile, highly flammable, explosive, biomedical, liquid waste, sludge, waste from any industrial process, waste from a pollution control process, residue from the cleanup of a spill or release of chemical substances, contaminated soil, chemical waste, anything contaminated with poly-chlorinated biphenyl (PCB's), asbestos, pumping from septic tanks, outdated or contaminated or banned chemicals or commercial projects (including items removed from the market place by consent following allegations of safety by any governmental regulatory body), animal wastes and/or body parts, grease trap residues, closed cartridge filters from dry-cleaning establishments and other similar wastes.