



Field Contract No: A

**OFFICE USE ONLY:**

Service Contact ID: \_\_\_\_\_

Equipment ID: \_\_\_\_\_

Compactor Serial # \_\_\_\_\_

Container Serial # \_\_\_\_\_

**COMPACTOR RENTAL AGREEMENT**

**BILLING INFORMATION:**

Customer Name: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**EQUIPMENT SERVICE LOCATION (complete if different from Billing location):**

Customer Name: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**INSTALLED AT:**

Customer Name: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-mail Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SERVICE DESCRIPTION:**

Size	Type	Install Pkg. #	Compactor Rental	Container Rental	Monthly Service Charge	Subtotal	Sales Tax	Total

**INSTRUCTIONS:** Please sign and return the entire agreement to Brask Enterprises, Inc. A copy of the agreement will be mailed to the mailing address indicated herein.

**BRASK AUTHORIZATION:**

By/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Effective Contract Date: \_\_\_\_\_

**CUSTOMER AUTHORIZATION:**

Customer Name: \_\_\_\_\_

By/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**1. AGREEMENT.** This document is and for all intents and purposes shall constitute a legally binding contract by and between Brask Enterprises, Inc., a duly organized Massachusetts corporation, which shall hereinafter be referred to as the "Company" and the person, firm, or corporation more particularly identified above and below, which said person, firm, or corporation shall hereinafter be referred to as "Customer." Please review the reverse side for additional terms and conditions.

**BRASK ENTERPRISES, INC.** • P.O. Box 800335 • Houston, TX 77280-0335 • Phone: 800-848-8805 • FAX: 508-226-7635

See Reverse Side

WHITE COPY - ORIGINAL • YELLOW COPY - CUSTOMER • PINK COPY - OFFICE

# TERMS AND CONDITIONS

**2. CARE FOR EQUIPMENT.** The Customer acknowledges that it has the care, custody, and control of the Company's equipment which is owned by the Company and accepts responsibility for the proper use of the equipment and its contents at all times except when it is being physically handled by the employees of the Company. The Customer, therefore, expressly agrees to defend, indemnify and hold the Company harmless from and against any and all claims for loss or damage to property, injury to or death of any person or persons resulting from or arising in any manner out of the Customer's use, operation, or possession of any of the equipment furnished under this agreement. All major maintenance of the company's compaction system is included. The Customer must provide the Company with a certificate of insurance naming the Company additionally insured.

**3. RECYCLING.** Should the customer or his representatives contaminate either the trash or corrugated compactors, an additional fee will be assessed to cover the cost of sorting, trucking, and disposal.

**4. PAYMENT TERMS.** The Customer shall pay the Company on a monthly basis for the services and/or equipment furnished by the Company in accordance with the charges and rates provided for herein. Payments shall be made by the 10th of the month.

**5. SERVICES RENDERED.** The Company agrees to furnish the solid waste equipment listed herein, and the Customer agrees to make the payments as provided for herein and abide by the terms and conditions of this agreement. The Company is granted the exclusive right to supply solid waste handling equipment, balers and compactors, needed at the service location described herein.

The Company shall provide all major maintenance to the installed equipment rental. The following items and components are not considered part of the Company's maintenance coverage: electrical service, electrical fuses, overload conditions, circuit breaker overloads, brown-out and surge conditions, broken keys in key switch, overloaded compactor shut-down conditions, electrical resetting, hydraulic and electrical reconnection, broken safety switches, start/stop buttons, jammed rams, frozen rams, sound or operating noise, chute damage, painting, cleaning, odor control, overloaded liquids, and all property damage to the installed system. Only authorized Company personnel shall work on the installed compactor.

Hauler damage is not covered under any condition or circumstance. Should the hauler damage the equipment, the Customer is solely responsible and liable for the restoration of the Company's equipment back to the condition prior to the accident.

**6. WARRANTY. BRASK ENTERPRISES, INC. AND ITS ASSIGNEES MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTY ON PRODUCTS OTHER THAN COMPACTORS SHALL BE FOR NINETY (90) DAYS ONLY. ALL PRODUCT LIABILITY SHALL REMAIN WITH THE ORIGINAL EQUIPMENT MANUFACTURER. BRASK DOES NOT WARRANT ANY PERFORMANCE OR RESULTS ASSOCIATED WITH THE USE OF ITS EQUIPMENT.**

**7. TERM.** This agreement shall be in full force and effect for an initial term of five (5) years and shall be renewed for successive terms without further action by the parties; provided, however, that this agreement may be terminated at the end of any term by either of the parties hereto by notice to terminate by certified mail received not less than six (6) months prior to the expiration of the current term. The Company reserves the right to meet or exceed all reasonable offers presented after the conclusion of the current term. The effective contract date is so noted by Customer signature.

**8. DEFAULT.** If the Customer, with regard to any item(s) of equipment, fails to pay any rent or other amount herein provided when the same shall become due and payable, or if the Customer with regard to any item, or items of equipment fails to observe, keep or perform any other provisions of this agreement required to be observed, kept or performed by the company, or if any execution or other writ or process shall be issued in any action or proceeding against the Customer whereby said equipment may be taken or distrained, the Company shall have the right to exercise any of the following remedies: (a) to declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to the Customer; (b) To terminate this agreement as to any or all items of service; (c) To pursue any other remedy at law or in equity; and/or (d) Customer agrees to pay for all legal fees resulting from any actions needed to enforce this agreement, including court costs.

Should the Customer be considered in default by the Company, the Company at its option, may repossess the equipment at all cost to the Customer at any time during this agreement. The Customer grants the necessary access needed by the Company to repossess its equipment.

Payments shall be made by the 10th of the month. The Customer agrees to pay a late fee of 5 percent on all payments not received by the tenth of the month. A finance charge of 1.5 percent shall be charged on all outstanding invoices and shall not exceed the maximum allowed by applicable law.

**9. ASSIGNMENT.** The Customer shall not assign this agreement without the prior written consent of the Company, however, the Company may assign this agreement without the Customer's consent to any person, firm, or corporation affiliated with the Company with which the Company may merge or consolidate, or to which it may sell all or a substantial portion of its assets.

**10. RELOCATION.** The Company reserves the right to provide service at all new or expanded services locations of said Customer anywhere in the country. Should the Customer, and/or equipment require relocation, the Company reserves the right to relocate the equipment to the new or expanded service location of said Customer. Should the Customer relocate during the term of this agreement, the Customer shall pay, any and all direct and indirect costs related to disconnection, relocation, and re-installation of the Company's equipment.

**11. WASTE MATERIALS.** The Customer agrees not to deposit in the Company's equipment or place for collection any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations ("Excluded Waste"). In addition to the above prohibited wastes, excessive loading of liquids is also prohibited under Subtitle "D" of the EPA solid waste regulation.

**12. CREDIT APPROVAL.** The Customer authorizes the company, or its assignees, to access and review its credit data as a basis for approval by the Company.

**13. TAXES.** The Customer shall assume all tax liability for local, state, and federal taxes which may be due or become due on the installed equipment rental.

**14. THIS AGREEMENT.** This agreement represents the entire agreement between the Company and the Customer. There are no other written or oral agreements between the parties.