

# TALKING TRASH PAYMENT INFORMATION

If paying by cash or check please contact Talking Trash at 520-888-7274 as soon as you fax this order.

Payment Method:            Credit Card                            Cash                            Check  
Card Type:                    Visa    MC  
Card Number \_\_\_\_\_ Exp Date: \_\_\_\_\_  
3 Digit Code On Back Of Card (CCV#): \_\_\_\_\_ Total To Be Charged: \$ \_\_\_\_\_

**The following area must be filled out by hand directly.  
We cannot accept digital signatures for Service Agreements.**

Please read each section below and sign your initials on the line provided. By initialing each section you acknowledging that you have read and agree to that section.

\_\_\_\_\_ I certify that I am the holder of the credit card stated in this document, or have been authorized by the holder, to use it to pay for services provided by Talking Trash Waste Removal and/or its subsidiaries. I also agree not to file a hostile charge back without notifying Talking Trash ahead of time in writing and allowing a minimum of ten (10) days for resolution. I also understand hat cards are charged unsuccessfully may be subject to a \$25.00 fee.

\_\_\_\_\_ I have read and understood all information provided in this document about items that are not permitted in the roll-off containers.

\_\_\_\_\_ I have read and understand the Terms and Conditions of service provided in this document and found online at [www.88trash.com](http://www.88trash.com).

## Contract Acceptance

I, the undersigned, attest, to the best of my knowledge, to the correctness and completeness contained in this service agreement, and that I have read, understood, and accepted the terms of service disclosed within this document. I further represent that I am authorized, in my capacity, to bind myself and/or organization accordingly, and I and/or my organization, have financial ability and willingness to pay this subsequent invoices within the established terms.

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

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

Once completed, please print and fax these documents to  
Talking Trash at the following number 520320-9377



1520 N 15th Ave. Tucson, AZ. 85705



# TALKING TRASH CONTAINER ORDER FORM

Fill out the form below to order service. Once completed, please fax this page and the terms and conditions page to 520-320-9377.

Customer/Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Service Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Cross Steets: \_\_\_\_\_

Please provide date and time that you would prefer for the delivery. For the time, please provide at least a four hour window in which we may deliver the container. Please note that due to an ever changing schedule, we may not be able to complete the delivery on your requested date. A company representative will contact you to confirm a delivery time and date once your order is received.

Requested Delivery Date: \_\_\_\_\_ Time Frame: \_\_\_\_\_

Special notes about placement:

## Pricing

delivery \_\_\_\_\_  
haul fee \_\_\_\_\_  
price per ton \_\_\_\_\_  
add days \_\_\_\_\_  
Fuel/Enviro Fee \_\_\_\_\_

TOTAL: \_\_\_\_\_

## Package Pricing -

Roll off fee \_\_\_\_\_  
Included tons \_\_\_\_\_  
Included days \_\_\_\_\_  
Add Tons chrg \_\_\_\_\_  
Add day chrg \_\_\_\_\_  
Fuel/Enviro Fee \_\_\_\_\_

TOTAL: \_\_\_\_\_

Fuel/Environmental Sur Charge Applies see www.88trash.com for details

\*No hazardous materials such as liquid paint, motor oil, car batteries, solvents, antifreeze, etc.

\*No dirt, rock, concrete or sod, Asphalt Roofing or floor tile.

\* Customer responsible for any damages sustained to box while renting, including damage to hinges doors, etc. This also included damages done by loading with bobcat or other device.

\* Talking Trash takes all necessary precautions when dropping, placing and/or picking up the box; but we are not responsible for any damage done to lawn, landscaping, utility lines or driveways in the path between the road and where the box is placed.

# TALKING TRASH TERMS AND CONDITIONS

At the request of the Customer, Talking Trash Waste Removal Systems (Talking Trash) has contracted the performance of fleet services to include, but not limited to, recovery, handling, loading, hauling and/or disposal services. Talking Trash performs all services in a safe and professional manner, consistent with state licensing requirements and regulates status governing such operations. Talking Trash warrants the supply of products and services of the highest order, using vehicles and equipment, which are, operated by qualified fleet operators, adequately insured, and maintained in good working order.

Due to the size and weight of the vehicle(s) requested or required to effect service from this supplier, and the potential for alteration, devaluation, structural, and /or cosmetic damage to this or adjacent property, Talking Trash accepts no responsibility for loss or damages, which occur as a result of the rendering of, requested services using best-known performance standards. The Customer agrees to indemnify and hold harmless Talking Trash its principals, management, and employees for any loss or damages occurring as a result of services performed within usual operational parameters. Any additional cost incurred due to actions required of Talking Trash to recover property on any given side, including the charges for wrecker or towing service, are the responsibility of the Customer, unless Talking Trash has been notified by the customer of such conditions prior to the commencement of work on the site.

Talking Trash reserves the right to charge additional fees above and beyond those that have been previously discussed, whether orally or in writing. If it is discovered that there are additional services requested or required by the Customer that were unknown to Talking Trash before beginning the project. Should the Customer decline charges for additional services, Talking Trash will endeavor to complete the project as discussed without performing additional services.

Containers are not to be overloaded, either by being loaded above the sides of the container or by excessive weight. No more than 9000 lbs are permitted for the roll off containers. The Customer may be required to partly unload any overloaded or improperly loaded container before removal. In the event that the company receives an overweight citation and the fault lies with the customer, the customer will be responsible for resulting charges.

The Customer acknowledges that it has the care, custody, and control of the equipment owned by Talking Trash and accepts full responsibility and liability for the equipment and its contents except when it is being physically handled by employee(s), agent(s), and/or contractor(s) of Talking Trash. Therefore, the Customer expressly agrees to indemnify and hold harmless Talking Trash from and against any claims for loss or damage to the property, or injury to or death of any person or persons, resulting from or arising in any manner out of customer use or operation of any equipment under this agreement.

The Customer will be responsible for any loss incurred by the Customer for any delays, reschedules, and/or cancellations of scheduled service(s) due to adverse operational conditions and or impediments resulting, directly or indirectly, from events and/or conditions that are beyond reasonable control of Talking Trash. Such events may include but are not limited to inclement weather, natural disasters, acts of nature, traffic conditions, local, city state or national emergency situations, or any event that may incapacitate or render unsafe for use any vehicles and/or equipment operated by Talking Trash.

The Customer is responsible for all costs incurred for permits and licenses required to complete this service.

Talking Trash may not be held liable for any preexisting conditions on the site that pose any type of hazard to human or environmental health, the value or usability of the land, or the suitability for any type of development. Examples of such conditions may include but are not limited to: oil and/or chemical spills, soil contamination, water contamination, and illegal burying and/or storing of all types of contaminants.

Talking Trash may be required to operate dangerous equipment on the job site, including but not limited to heavy industrial demolition equipment and/or heavy industrial transportation equipment. Talking Trash will make every reasonable effort to conduct its operations in a safe and reasonable manner and prevent any damages or contamination of the property. However, the undersigned parties give full authorization for Talking Trash to operate said equipment, and state that they are fully aware of potential risks of the use of said equipment. Talking Trash will assume responsibility for damage to the property if the damage is found to have been caused by Talking Trash employee(s), agent(s), and/or contractor(s) and if said party or parties is found to be negligent in the course of causing such damages.

Talking Trash must have unlimited access to the job site at all times. Talking Trash is not responsible for maintaining security at the job site, Talking Trash will not be responsible for any damages or losses incurred to the property and/or assets stored on the property as a result of a criminal act, such as breaking and entering, illegal trespassing, theft or other criminal act.

Regardless of billing status, cash or certified funds are the only acceptable forms of payment for this project. All services are to be paid for on Net 0 terms, or Payment on delivery, unless otherwise stated in writing by Talking Trash. Late fees accrue for the due date on the invoice at a rate of 18% per annum, or the maximum rate allowed by law. The Customer will pay a handling fee of \$30.00 for each check returned unpaid from the Customer's financial institution.

Any debt unsatisfied within the stated terms may result in exercise of Right To Lien, as outlined in Arizona Civil Statutes, in which Talking Trash shall be entitled to a contractor's lien against the property on which or for the improvement of which, services rendered and materials allocated. In the event the Customer fails to pay all amounts due, Talking Trash shall be entitled to collect all reasonable costs of collection, attorney's fees, and court costs in addition to the unpaid balance or amount of contractor's lien.

The validity, interpretation, and performance of these conditions shall be construed in accordance with the laws of State of Arizona, and/or the laws of the City, County, State, or County in which service is performed.