



# EZ Bag Agreement

Date:	Account #:	
Customer Name:	Phone:	
Contact Name:	Cell:	
Service Address:	Fax::	
Service City:	Service Zip:	Email:
Billing Name:		
Billing Address:		
Billing City:	Billing State:	Billing Zip:

**Terms & Conditions:**

- Base charges will be pre-paid by customer before bag delivery unless otherwise agreed by ACE. Customer is subject to additional charges (if applicable) for unauthorized material in the bag, extra handling charges, or other charges. These charges, unless otherwise agreed in writing, will be charged to the customer's pre-payment method (i.e. credit card) or via invoice after all service performed. In the event of a breach of our agreement with Ace Solid Waste, Inc. and the assignment of Customer account to a collection agency, Customer agrees to pay reasonable attorney fees and court costs.

**- ACE Solid Waste shall not be responsible for damage to Customer's pavement or other surfaces or any route reasonably necessary to perform the services requested and required or damage to utilities, property, lawns, fences or shrubbery.**

- Customer warrants that the waste or material placed in the bag will not contain any unacceptable, hazardous, toxic or radioactive wastes or substances as defined by federal, state and local law or regulation. If found in bag, material will be returned to the customer and extra charges will be applied.

- Customer acknowledges that it has the care, custody and responsibility for the bag and its contents while on Customer premises. Customer will see that the bag is loaded uniformly; material does not extend beyond the top and sides of bag and does not exceed the weight load limits of the bag. Customer agrees to follow the instructions as outlined on the ACE website and paper flyers as applicable.

- Customer expressly agrees to defend, indemnify and hold harmless the Company from and against any and all claims for loss of or damage to property, or injury or death of person or persons resulting from or arising in any manner out of Customer's use, placement or possession of equipment furnished under this Agreement and pay all costs and expense, including reasonable attorney's fees, incurred by Company in connection with such claims. The Company shall not be liable for its failure to perform hereunder due to contingencies beyond it reasonable control including but not limited to strikes, fires, weather, equipment breakdown or acts of god.

Check here to apply the terms and conditions listed above to all locations where bag service is requested by the company or person listed in the billing section above.

**BAG DELIVERY CANNOT BE COMPLETED UNTIL THIS SIGNED AGREEMENT IS RETURNED TO ACE SOLID WASTE**

Please return via

Fax: 763-427-1691

US Mail: ACE Solid Waste, 6601 McKinley St NW, Ramsey, MN 55303

Email: SIGNED scanned documents can be sent to [service@acesolidwaste.com](mailto:service@acesolidwaste.com)

Printed Name:	
Signature:	Date: