

J.C. Roadrunner, Inc.
Terms and Conditions

In exchange for the good and valuable consideration exchanged between the parties, JC Roadrunner, Inc., and Customer agree as follows:

- A. Customer is responsible for loading container;
- B. Customer shall not exceed the weight limit for each container;
- C. J.C. Roadrunner, Inc., reserves the right to charge Customer an overweight charge in the amount of \$ 60.00 per ton (for each ton in excess of the container's load limit) for each container load in the D.O.T. safety or landfill weight limits, or in the alternative, to demand that Customer off-load excess materials so as to conform with such limits; _____ (initial)
- D. J.C. Roadrunner, Inc., has the right to refuse delivery or pick-up of any items deemed unsafe;
- E. To the fullest extent allowed by law, Customer shall indemnify, and hold harmless J.C. Roadrunner, Inc., employees, and agents from any liability for claims, damages, losses, and expenses, including Rental Agreement or any act, or omission, by Customer, its employees, agents, subcontractors, or assigns. Customer's obligation to indemnify under this section shall not be constructed to negate, abridge, or reduce other rights of indemnity, or contribution to which J.C. Roadrunner, Inc., its agents, or employees are legally entitled; _____(initial)
- F. Customer understands that delivery and pick-up of roll-off containers may cause damage to Customer's property, and thus Customer expressly agrees that J.C. Roadrunner Inc., its employees or agents will not be held responsible for any damage to Customer's real or personal property, including but not limited to fences, mailboxes, turf, trees, shrubs, plants, flowers, drive ways, or underground pipes, drains, wires cables, foundations, sprinklers, or other such underground systems.
- G. J.C. Roadrunner Inc., be required to relocate a roll- off container unless Customer is present at the time of said delivery;
- H. Should J.C. Roadrunner Inc., be required to relocate a roll- off container on the property, Customer shall pay a fee in the amount of \$150.00 for each such relocation;
- I. If any amount due or becoming due under this Rental Agreement is not paid by Customer and the unpaid balance is collected by and through an attorney, 15% of the principal and interest due will be added to the balance as attorney's fees together with all costs of collection until the full amount has been paid. There will be a \$50.00 charge for all returned checks;
- J. This Agreement constitutes the entire agreement and understanding between the parties, and concerning the subject matter contained herein and signed by the Customer and an agent or employee of J.C. Roadrunner Inc.
- K. By entering into this Agreement the parties agree that jurisdiction and venue for any litigation arising out of otherwise related to this Agreement shall be appropriate in the Cobb County Superior Court of Georgia;
- L. This Agreement shall be interpreted in accordance with the laws of the State of Georgia;
- M. The parties agree that all terms and conditions contained herein shall be binding and effective upon the parties and their respective successors and assigns; and
- N. Due to limited scheduling space, we request that you cancel 24 hours prior to your delivery date. You may cancel by phone. If you must cancel prior to 24 hours of your delivery date, you will be granted a full refund if payment has been rendered, or not charged ahead of service delivery. However, if you do not cancel prior to the 24 hours, you will be charged a delivery fee of \$150.00. J.C. Roadrunner has the only right to be flexible here. (initial)_____
- O. Any and all terms contained in this Agreement is hereby expressly incorporated herein.

By signing this agreement, I acknowledge and agree that I have carefully read the above agreement in its entirety, and intend to be legally bound by the terms and conditions set forth above.

Print Name

Date

Signature