



**AGREEMENT AND CHARGE AUTHORIZATION**

Company Name: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Cardholder Address: \_\_\_\_\_

Credit Card Type:        Visa    MasterCard    American Express    Discover    Check (w/CC on file)

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

Security Code:        \_\_\_\_\_ Visa/MasterCard, last 3-digit number printed on the reverse side of card)  
(American Express, 4-digit number on the front of the card above account number)

**Initial Charge:**                \$ \_\_\_\_\_

**Delivery Location:**        \_\_\_\_\_

**Service Description:**        Delivery of \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ yard rental container (the "Container") on  
\_\_\_\_\_, \_\_\_\_\_, at the Delivery Location indicated above (the "Services"). The Services shall  
be provided pursuant to the Terms & Conditions attached hereto as Appendix 1 and incorporated herein by reference.

**Service Fees:** The Initial Charge indicated above includes delivery, pickup, a 7% fuel surcharge, and disposal up to \_\_\_\_ tons and 14 days of usage of the Container. Customer is responsible for calling and scheduling pickup of the Container. Any and all excess tonnage will be charged at \$75.00 per ton over weight and additional days will be charged at \$5.00 per day. Such additional charges above the Initial Charge will be automatically charged to the customer's credit card listed above and Customer will be sent an invoice reflecting such charges.

**Delinquent Payment:** If payment is not received within fifteen (15) days from (a) the date of any invoice or (b) notice that credit card authorized herein has been denied, a late payment fee equal to 10% of the total amount due will be applied to the customer's account per month that the balance is outstanding and unpaid, up to three (3) months. Additionally, interest on unpaid balances shall accrue at the rate of 6% per annum. No payment of a lesser amount than the amount set forth on this authorization form or any applicable invoice shall be deemed to be a payment in full of the amount due, not shall any endorsement or statement on any check or any letter accompanying any check of payment be deemed an accord and satisfaction, and FM Rolloff may accept such check or payment without prejudice to FM Rolloff's right to recover the balance of such amount due or pursue any other remedy provided herein. FM Rolloff may, without limitation or penalty, discontinue the provision of Services in the event of a dispute and/or delinquent fees due it. Customer agrees to pay all attorneys' fees, court costs and any other fees associated with the collection process.

The undersigned cardholder by executing this agreement hereby accepts all terms and conditions herein and attached hereto Appendix 1 and authorizes FM Rolloff & Construction, LLC or its processing agent to charge their credit card for the Services rendered.

Customer/Cardholder Signature: \_\_\_\_\_

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

**Appendix 1**  
**Terms and Conditions**

The following terms and conditions ("Terms and Conditions") are incorporated into the Agreement and Charge Authorization between FM Rolloff & Construction Services, LLC ("FM Rolloff") and the Customer (the "Agreement").

1. **Services.** FM Rolloff will provide the Container rental in accordance with the Service Description set forth in the Agreement.
2. **Service Fees.** Customer agrees to pay the Service Fees in accordance with the terms set forth in the Agreement.
3. **Refunds, Cancellation, and Termination.** FM Rolloff reserves the right to discontinue the Services at any given time for any reason. There will be no refunds issued for provided Services. All amounts received for Services to the FM Rolloff are non-refundable. Customer may cancel the Services before the end of the fourteen (14) day period of Services by notice to FM Rolloff in writing either via e-mail or postal mail, but Customer shall remain responsible for the total Initial Fee and no portion of such Initial Fee will be refunded or prorated for early termination.
4. **Use of Container.** Debris must be placed in the container and loaded even and level. Debris must not exceed above dumpster walls. Customer acknowledges and agrees that wet paint, wet concrete, tires, hazardous, radioactive, volatile, explosive, biological, toxic waste and any other prohibited substance (as defined by local, state, or federal law) shall not be placed into the container. Prohibited materials found in the container will result in additional charges and/or fines to Customer.
5. **Independent Contractor.** The parties hereto agree that FM Rolloff is an independent contractor and nothing in the Agreement or herein shall create a joint venture, partnership or employment relationship, as such, neither FM Rolloff nor its or employees shall be considered employee(s) or agents of Customer.
6. **Indemnification.** Customer agrees to indemnify and hold harmless FM Rolloff from and against any and all claims, causes of action, liabilities, expenses (including attorneys' fees) and damages arising out of claims related to or arising out of or connected with or resulting from (1) Customer's use or misuse of the Services; and/or (2) any claims alleging facts that if true would constitute a breach by Customer of any of these terms and conditions; and/or (3) claims made by any third party due to or arising out of Customer's use of the Services.
7. **Disclaimer.** THE USE OF THE SERVICES IS AT THE CUSTOMER'S OWN RISK. IT IS THE CUSTOMER'S RESPONSIBILITY TO MAKE FM ROLLOFF'S AGENT AWARE AT THE TIME OF PICKUP AND DELIVERY OF ANY UNDERGROUND UTILITIES WHICH MIGHT BE AFFECTED BY DELIVERY OR PICKUP OF THE CONTAINER. CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR DAMAGES TO LAWNS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, PAVERS, RAILROAD TIES, GATES, FENCING, WALLS AND OTHER PROPERTY IN THE PATHWAY OF FM ROLLOFF'S TRUCKS, AS WELL AS ANY INCIDENTAL OR CONSEQUENTIAL COSTS FROM LATE OR CANCELLED DELIVERIES FEES. CUSTOMER AGREES THAT IT'S SOLE AND EXCLUSIVE REMEDY AGAINST FM ROLLOFF IS TO DISCONTINUE USING THE SERVICES.
8. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FM ROLLOFF,

ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL SPECIAL, OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY OR LOSS OF ENTERPRISE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, FM ROLLOFF'S MAXIMUM LIABILITY TO CLIENT UNDER THE AGREEMENT AND/OR ANY AMENDMENT TO THE AGREEMENT IS LIMITED TO THE INITIAL CHARGE PAID BY CLIENT TO FM ROLLOFF UNDER THE AGREEMENT. THE CLIENT ACKNOWLEDGES THAT FM ROLLOFF HAS SET ITS SERVICE FEES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE.

9. **Warranties.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES, ARE PROVIDED "AS IS", WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

10. **Miscellaneous.** Customer agrees to provide unobstructed access to the Delivery Location for Container on the scheduled delivery and collection days. If the Delivery Location and/or Container is inaccessible so that the scheduled delivery or pickup cannot be made, FM Rolloff will promptly notify the Customer and afford the Customer a reasonable opportunity to reschedule. Notwithstanding the foregoing, Customer will be charged \$75.00\* for any attempted delivery or pickup that cannot be performed due to inaccessibility. FM Rolloff shall have the right, at its sole discretion, to change, modify, add, or remove terms herein at any time without notice and without Customer's consent or approval. Except as provided for herein, changes shall be effective immediately. No changes will be applied retroactively. If the performance of any part of the Services by FM Rolloff is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, acts of terrorism or war, labor disputes, act of God or any other causes beyond the control of such party, FM Rolloff shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes. The Agreement and Charge Authorization and these terms and conditions sets forth the entire understanding and agreement of the parties with respect to the subject matter and supersedes any agreement, written or oral, between the parties relating to the Services. This Agreement shall be governed by the laws of the State of Maryland. All parties hereby irrevocably consent that in the event that litigation is filed to enforce the terms of the Agreement, such litigation shall be instituted only in the courts in and for Howard County, Maryland. The Customer hereby consents to personal jurisdiction of said courts. The parties hereto waive their right to a trial by jury.

**A \$50.00 fee will apply to returned check and declined credit cards.**  
**Customer is responsible for notifying FM Rolloff of termination.**