



C&D Recovery, LLC.

Construction and Demolition Debris Roll Off and Recycling

C&D Recovery, LLC.

Credit Card Form

**Instructions:**

Please complete the following CDR credit card form from top to bottom. Each page must be initialed and the final terms and conditions page must be signed and dated before we will accept your document. We accept VISA, Master card, American Express and Discover cards.

Your services will be charged as they are ordered and if there are additional services, tonnage or charges to your order they will be charged to your card during the next billing cycle which is typically the following Tuesday.

If you are unclear on how to fill out this form or have any further questions please contact an CDR representative and they can assist you.

We value your business and look forward to working with you.

Thank you from the CDR Team.



## C&D Recovery, LLC

Construction and Demolition Debris Roll Off and Recycling

I authorize CDR, LLC, at 12301 Randolph Ridge Lane, Manassas VA 20109 to charge the following credit card. We accept VISA, MASTERCARD, AMEX and DISCOVER.

Credit Card Number \_\_\_\_\_

CVV # (3 Digits on back of card) \_\_\_\_\_

Expiration Date \_\_\_\_\_

Name on Card \_\_\_\_\_

Amount to Charge \_\_\_\_\_ OPEN \_\_\_\_\_

Signature & Date \_\_\_\_\_

Billing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Job Address \_\_\_\_\_

Forms that are not complete maybe rejected for service. Please fax back to 240-403-1121. If you have any questions please call me at 301-428-0822. Thank you.

## TERMS AND CONDITIONS

1. Pricing/Rate Adjustments. Disposal fees are a significant portion of the cost of services provided. Contractor may increase the charges proportionately to reflect any increase in such cost. Changes to rates, frequency of collection service, or the amount, capacity and type of equipment used may be agreed upon verbally, in writing, or by actions and practices of both parties. Unless otherwise noted on the Service Agreement, in the absence of activity or usage of the disposal container (the "equipment"), CDR reserves the right to charge container fees, at a maximum rate of \$3.00 per day, providing non-usage has occurred for a minimum thirty (30) day period.

The following formula is provided to permit the Customer to determine the service cost, if any, for each collection: The amount billed for the period, divided by the number of collections for which billed, minus N/A for landfill disposal, equals the credit/refund amount.

2. Non-Hazardous Waste/Municipal. The waste material to be collected and disposed of by CDR will not contain any hazardous, toxic or radioactive waste, municipal solid waste, liquid wastes, tires, contaminated soil or drums and tanks, asbestos, light bulbs, including, but not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any other applicable State law. Customer agrees to defend, indemnify and hold CDR harmless against any damages for penalties arising from waste excluded above.

3. Recycling and Salvage. CDR will haul and deliver construction debris for Contractor/Customer to be recycled to permitted firms and facilities for recycling, reuse, and disposal to the extent by federal, state, and local regulations. It is solely the responsibility of the contractor to develop and manage any special request's or services involving rebates or incentives to any reuse, salvage and recycling of waste. Rebates will not be refunded to Contractor/Customer for any reasons after the fact or action has taken place.

It is the general intent of CDR, to the greatest extent practical and economically feasible, for all material demolished from an existing structure and all waste materials generated during new construction to be salvaged for reuse, resale, recycled into a new product, or properly disposed of in a rubble landfill. In this practice, consideration will be given to the availability of viable markets for debris, the condition of the material as delivered, the ability to collect, divert and process the material in proper quantity, quality, condition, specification to available markets.

CDR will not warranty or guaranty under contract or any circumstance that debris will be recycled to the extent of percentage, weight or any other unit of measure to fulfill requirements of Regulations, Codes or Programs and is not responsible for loads containing material that is not recyclable. Contractor/Owner/Customer takes the full liability and responsibility to deliver material suitable for recycling in the regards to the availability of viable markets for debris, deliver the material(s) in suitable condition with the ability to collect, divert and process the material in proper quantity, quality, condition, specification to available markets. Contractor/Customer/Owner is fully responsible for the reporting of recycled materials, specified diversion rates and any guarantee of percentage to be recycled.

Containers deemed as Recycling Containers must be 100% free of foreign debris and contamination. If container's become contaminated with foreign debris, material or unacceptable waste and is rejected by the recycling facility then they will be disposed of as construction debris.

It is solely the responsibility of the Contractor/Customer to manage and maintain the contents of the container and cleanliness surrounding the container.

4. Equipment Responsibility/Liability. Customer will be responsible for any loss or damage to the equipment, other than normal wear and tear. Customer will be responsible for ensuring legally loaded equipment and assumes responsibility for any overweight fees caused by their actions. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, penalties, suits, damages and liabilities for injury or death to persons or loss or damage to property from Customer's use, operation or possession of the equipment. Customer shall provide unobstructed access to the equipment on collection day. If access is obstructed, Customer will be notified, and any additional services or attempts for service shall be charged accordingly.

5. Pavement Damage. Contractor/Customer agrees that (CDR) will not be responsible for any damage to Contractor/Customer's pavement, asphalt, or curbs resulting from weight of vehicles from servicing at designated area agreed upon by Customer. Contractor/Customer agrees that any right of way and area provided for container or equipment placement is sufficient to bear the weight of all equipment and vehicle's necessary to perform the service requested. Contractor/Customer assumes all liabilities for any damage to pavement, curb, sidewalk, private roads, road surfaces, right of way surfaces and any objects blocking or protruding the right of way of the equipment and vehicle performing requested task.

6. Waiver and Consent for Container Placement. The Undersigned party hereby agrees that he/she has not relied upon the skill and judgment of C&D Recovery, Inc (CDR) regarding the placement of Roll-Off containers and Compactors at the referenced site, and that said placement of container(s) and compactors is made without warranty by CDR as to suitability or guarantee against damages. In the event that any damages occur as a result of or in connection with any advised against container placement, CDR shall assume no liability or responsibility for said damages.

7. Payment Terms. Payment is due within ten (10) days upon receipt of Invoice. Accounts over thirty (30) days will be charged a two percent (2%) per month, or twenty-four percent (24%) per annum finance charge. Accounts requiring an attorney for collections will be charged a thirty percent (30%) collection fee, or the maximum legal limit.

8. Credit Card Transactions. All Credit Card Transactions including Customers with and without accounts will be charged before Contractor releases equipment for requested services. Authorized payment to CDR or Contractor by Contractor/Customer via Credit Card, will extend to the completion of project and remain in effect for all charges occurring under Contractors account.

9. Termination. This Agreement may be terminated by either party upon sixty (60) days prior written notice specifying a termination date at the end of any yearly period, or immediately upon a breach of this Agreement. In the event Customer terminates this Agreement, other than as provided for above, Customer shall pay to CDR any liquidated damages (i) if the term of Term of Agreement is six (6) months or more, Customer shall pay its most recent bill from CDR multiplied by six (6); or (ii) if the Term of Agreement is less than six (6) months, Customer shall pay its most recent charge multiplied by the months remaining of the Term. Contractor may terminate this Agreement, without notice, in the event Customer violates any provisions as set forth in Item 2 above. Initials

10. Attorney's Fees. In the event of a breach of this Agreement, the breaching party is responsible for all attorney's fees and collection fees brought and enforced by this Agreement.

11. Miscellaneous. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. This Agreement shall be binding on the parties and their successors and assigns. Any modification or changes made to the Terms and Conditions without permission will not apply and the written document still governs. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement.

12. Operations and Service Hours. CDR operating hours are Monday thru Friday 6:00 AM to 6:00 PM. Any services requested out side of hours of operation will be subject to additional operating costs. A \$100 Unable to Service fee will apply if container is inaccessible at time of scheduled service. A Truck time rate of \$100 will apply when trucks are delayed on service calls or asked to sit idle. CDR Allows 20 minutes for a service to take place, any services delayed by this service time window are subject to the \$100 hr. truck time charge. C&D Recovery, LLC, reserves the right to suspend collections during severe inclement weather and all legal holidays. Holidays observed by the Company are: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

**CUSTOMER INFORMATION/SIGNATURE:**

**If Customer Paying by Credit  
Card Signature of Card Holder**

*[Signature and Date]*

*[Print Name and Title]*

*[Address, City, State, Zip]*