



TRANSPORT AGREEMENT

Commercial Contractor Residential Builder Roofer Homeowner

Customer: _____

Site Address: _____ PO#/Job Name _____

Drop Date: _____ Days Needed: _____

- Mixed Load (commingled) Separated Wood Concrete/Asphalt
- Dirt/Sod Sheetrock Yard/Brush Composite Roof Shake Roof

FEES: Drop Box _____ Hauling _____ Material \$ _____ Box Rental\$ _____ Fuel Surcharge: Y/N

Terms & Conditions

1. Delivery: T & T Recovery and/or Lauts Inc. (d.b.a. "Lautenbach Industries") agrees to deliver a container to the job site stated above, retrieve the container, and recycle the materials deposited in the container at a permitted recycling facility.
2. Payment: Payment is due in full to Lautenbach Industries within 10 days of the receipt of invoice. Any accrued balance owing and unpaid to Lautenbach Industries, regardless of whether the amount in dispute is liquidated or unliquidated, shall bear interest at 18% per annum from the date of invoice. By signing this contract, it is agreed that any outstanding balance owed at 60 days will be put on your credit card that is on file. If this account should for any reason go to collections – all fees accrued will be paid by the customer.
3. Damage to Container: The Customer is responsible for any and all damage to the container incurred while it is in the Customer's possession.
4. Indemnity: The Customer agrees to defend, indemnify and hold Lautenbach Industries harmless from any and all claims, demands, losses and liabilities to or by third parties relating to bodily injury or property damage involving the container at the job site.
5. Contaminated Loads: Lautenbach Industries accepts only materials that may be recycled. Non-recyclable items include household garbage paints oils, solvent, railroad ties, PCBs, asbestos materials, monitors, TVs, and any other item not deemed "recyclable" by our partner facilities will not be hauled.
6. Assignment: This contract may not be assigned to any other person or company without the express written and signed consent of the other party. This prohibition of assignment applies not only to the assignment of rights to compel performance but also to the assignment of any claim or cause of action, including but not limited to claims for breach of contract, tort and indemnification.
7. Lawsuit: If a lawsuit is filed in Superior Court to enforce this agreement, the lawsuit shall be decided according to the Mandatory Arbitration Rules regardless of the amount in dispute and without limitation on the amount to be awarded by the arbitrator and the prevailing party shall be entitled to an award of reasonable attorney fees and costs. All claims by the Customer arising from this agreement are waived unless filed in a court of competent jurisdiction within one year of the date of this agreement.

Date: _____ Signature: _____

Print Name, Job Title, & Company: _____

(Please fax signed agreement to 360-757-6536 or give to driver)