



## DAMAGE WAIVER

CUSTOMER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Thank you for your business. Ace Disposal will attempt to place your refuse container exactly where you desire, but its liability for placement of that container is limited by the following conditions.

Customer represents and warrants to Ace Disposal that it is the owner of the real property where the container(s) will be located, and over which any ingress or egress to access and service those containers must be made, or that it has authority from the property owner to allow Ace Disposal to place the container(s) and to access and service them.

Customer further represents and warrants to Ace Disposal that any right of way provided by the customer from the location of the container(s) to the most convenience public access is sufficient to bear the weight of all the equipment of Ace Disposal and/or the vehicles required to perform refuse disposal services.

Ace Disposal shall not be responsible for any damage to any pavement or subsurface material of any route reasonably necessary to perform the services herein contracted.

Customer further releases and/or agrees to indemnify and hold Ace Disposal harmless from any liability for any claim or action for damages to any pavement or subsurface material, or from any other claim or action for damages to any real or personal property not resulting solely from the negligence of Ace Disposal or its employees or agents.

The consideration for this waiver shall be Ace Disposal's duty to place and service the container(s). In the event of any dispute relating to the enforceability or interpretation of this damage waiver, the prevailing party shall be entitled to all costs and expenses associated with that dispute or claim, including a reasonable attorney's fee. The indemnification and hold harmless provisions set forth above also include reasonable attorney's fees and costs incurred by Ace Disposal.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_