



CUSTOMER INFORMATION APPLICATION

Company Name: _____ DBA: _____

Contact Name: _____ Phone _____

Billing/Mailing Address: _____ Phone _____

City _____ State _____ Zip _____ Fax _____

Delivery Address: _____

Billing / Accounts Payable Contact Person: _____

Direct Phone Number if different from above: _____

Email Address: _____

Type of Business: LLC Corporation Partnership Other: _____

Tax ID Number _____

Tax Exempt? Yes No If yes, Certificate must be attached.

_____ **SERVICE** -This contract covers all bins and all bin locations requested by customer. Customer grants Bear Services the rights to collect and dispose of all the customers' non-hazardous solid waste materials.

_____ **WEIGHT** – We are governed by the State Laws when it comes to the weight of our vehicles therefore we cannot except bins full of dirt, concrete, brick or other heavy construction debris. If you plan to place these items in our bin the bin cannot be filled over a third full so that it can be transported. Overweight fines will become the responsibility of the customer and any time we have to spend to deal with overweight over filled bins will also become the responsibility of the customer. State Law also requires that contents of the bin may be loaded to within 6 inches from the top rim of the container which allows us to properly tarp the contents before hauling. All materials but be contained in bin and meet these requirements with the container door closed. Failure to do will result in an over fill charge for that bin.

_____ **MATERIALS** – We do not accept in our bins Hazardous Waste of any kind such as contaminants, pollutants, infectious wastes, medical wastes, animal waste, dead animals etc... Customer shall take all responsibility and defend and hold us harmless from any and all claims and liabilities including attorney fees resulting from placing any of these items in our bin. Appliances placed in containers are the responsibility of the customer to insure that any hazardous materials are removed prior to placement in the container.

_____ **TERMS** – Customer agrees to the terms as specified on the credit agreement and agrees to pay for the services rendered to customer. In addition to those terms customer understands and agrees that all prices are subject to change without further notice. Customer is responsible to check the rates that apply for service on the date services are requested. Zone prices are estimates only; other charges may apply for over filled bins, wait time, blocked bins, dry run or additional driver time. Weekly bin rental fee will be added to any bin that has not been serviced within the allotted time at our discretion.

_____ **EQUIPMENT** – Customer is responsible and liable for the equipment provided as part of our service to customer. Customer is responsible for loss or damage of equipment except for normal wear and tare for use but including any loss or damage resulting from the companies handling of the equipment as well as any and all losses arising from any injury or death to persons from customers use, operation, or possession of the equipment. Customer is expected to pay for any repairs resulting from negligent damage to the container while in the possession of the customer.

_____ **ACCESS** – Customer agrees to provide access to equipment on the scheduled day of collection, failure to do so could result in an additional trip charge for collection of equipment at customers' expense. We reserve the right to delay or postpone service due to weather related conditions. We are not responsible for damages to asphalt, concrete, landscaping, driveways etc due to servicing the container. The weight of the container and truck movements can result in damages which are all assumed by the customer.

Delivery Contact _____ **Phone** _____

**BEAR SERVICES phone number is 801-785-4494.
Please provide us with 24 hours notice.**



CREDIT AGREEMENT

In the following credit agreement everywhere it says Dunn Construction, LC* it includes all the following DBA's : DCD Heber, DCD Orem, DCD Lindon, Dunn Recycling, Dunn Companies, Bear Services, Bear Hauling.

All invoices are due and payable 30 days from the date of the invoice. Any invoices not paid by such date shall bear interest at the rate of two percent (2%) per month (annual rate 24%) both before and after judgment. If any invoices are unpaid thirty (30) days after the due date Dunn Construction, LC*, at its election, may refuse extension of credit and place Company on a COD basis. If for any reason the invoices or the account is not paid when due Company will, if collection is required, pay all costs of collection including a reasonable attorney fees. Venue for any suit brought under this agreement shall be in the Fourth Judicial District Court in and for Utah County, Utah. In addition, if Company's account is placed in the hands of a collection agency, Company acknowledges that Dunn Construction, LC* will be damaged thereby to the extent of the collection charge against Company. Company therefore agrees to pay to Dunn Construction, LC* as liquidation damages, an amount equal to the amount charged Dunn Construction, LC* by said collection agent for such collection, not exceeding, however, fifty percent (50%) of the unpaid amount. Company agrees to immediately notify Dunn Construction, LC* of any changes in its business structure from that shown on the paperwork to open account.

If credit is extended Company understands that an account review will be completed annually and Dunn Construction, LC* could require additional information to keep account open. Furthermore Dunn Construction LC* at any time for any reason can close your account without further notice.

Company warrants that all of the above information is true and correct and that the same is given for the purpose of establishing credit and that Dunn Construction, LC* herein if granting credit is relying completely on such information. Company understands these terms and agrees to them if credit is extended.

Signature
Name Printed: _____
Title _____ Date: _____

Personal Guarantee

The undersigned hereby unconditionally guarantee(s) the full and prompt payment to Dunn Construction, LC* when due, all obligations and liabilities of customer named herein, including all amounts now owing and arising in the future.

This guarantee shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested, is received by Dunn Construction, LC*. This notice shall specify the date of termination, not less than seven (7) days after notice is received by Dunn Construction, LC* and shall not affect any charges for transactions with the customer that were entered into prior to the termination date.

Signature
Name Printed: _____
Date: _____



CREDIT CARD ACCOUNT APPLICATION PAGE

Name: _____ DBA: _____

Credit Card Authorization

Card Type (Circle One) VISA MASTERCARD DISCOVER AMEX

****American Express Cards there will be an added 5% processing fee added to your total**

Credit Card Number _____ Expiration Date _____

Name on the Card _____ Security Code _____

Billing Address for Credit Card:

Street Address: _____

City _____ State _____ Zip Code _____

I agree and understand to the following terms of this account:

This account allows me to charge for services for which there will be invoices issued. Your credit card will be on file and we will mail you a receipt each time your card is charged along with an invoice showing the services provided.

If for any reason your credit card does not allow the charges we will attempt to contact you one time for an immediate remedy. If your invoice is not paid within ten business day from the time you are notified we will go back to your invoice and charge you a service fee of \$50.00 Fifty Dollars. The invoice will then fall under the charge credit agreement attached and included with this form. This account will expire on the date of the credit card expiration. Please keep your credit card updated with us to avoid any problems.

I authorize Dunn Construction LC* and instruct them to charge my credit card for the services they provide.

At any time if I wish to make changes to this agreement I will submit them in writing to Dunn Construction LC* by certified mail at least 7 days prior to the next payment date. I further understand that if charges are not allowed onto said card than I am bound by the credit agreement attached.

Signature
Name Printed: _____
Date: _____