



Revolution Plastics, LLC
8801 Frazier Pike
Little Rock, AR 72206
(844)490-7873
www.RevolutionPlastics.com

Rental & Service Agreement

For the purpose of this Rental & Service Agreement, "Revolution Plastics" shall mean Revolution Plastics, LLC, its owners, officers, directors, shareholders, and employees; "Customer" shall mean dairy farm, nursery, beef farm, farm, distributor, its agents and/or employees. In consideration of the Customer's receipt of the Plastic Collection Services (herein as "Plastic Collection Services" or "Services"), described in section 1 of this Rental and Service Agreement, and Rental Items, described in the Definitions & Terms section of this Rental & Service Agreement, and in consideration of the Customer's agreement for Revolution Plastics to keep all of the contents within the Rental Items, it is agreed as follows: **1. PLASTIC COLLECTION SERVICES.** Customer agrees to allow Revolution Plastics to empty the contents of Items that are used as receptacles per Revolution Plastics schedule of pickups. Revolution Plastics will determine when it will empty such Items and has the right to enter and exit the Customer's property where the Item is present. Revolution Plastics agrees to use its best efforts to find a mutually beneficial schedule of pickups for the Customer and Revolution Plastics. All contents within the Items used as receptacles are the property of Revolution Plastics. The Customer agrees to only place Approved Materials in any Items used as receptacles on the Customer's property. The Approved Materials are as designed in the Definition & Terms section of this Rental & Service Agreement. Revolution Plastics may use any violation related to the materials found in Items on the Customer's property as cause to terminate the Rental & Service Agreement. The Customer will not allow or solicit other collection parties to empty Revolution Plastics' Items used as receptacles under any circumstances. Revolution Plastics will not be liable for any injury or damages, within reason, that result from the emptying of Items used as receptacles on the Customer's property, except claims or litigation arising through the gross negligence or willful misconduct of Revolution Plastics. Revolution Plastics is not required to empty an Item used as a receptacle if it is full or overflowing. **2. RENTAL & SERVICE PERIOD/ RATE/ PAYMENT.** The Rental & Service Period and The Rental and Service Rate are as designed in the Definitions & Terms section of this Rental & Service Agreement. Revolution Plastics may terminate rental of Items or Services at any time and retake the Rental Items without further notice. Customer agrees not to use Rental Item in violation of environmental laws. Customer agrees to only place Approved Materials, described in the Definitions & Terms section of this Rental & Service Agreement, in the Rental Item. **3. INDEMNITY/HOLD HARMLESS.** Customer will take all necessary precautions regarding the Items rented and Services requested, and protect all persons and property from injury or damage. Customer agrees to hold harmless Revolution Plastics from and against any and all liability, claims, judgments, attorney's fees and costs, of every kind and nature including, but not limited to, injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, participation, ownership or rental of the Items rented and service of the Services provided, however caused, except claims or litigation arising through the gross negligence or willful misconduct of Revolution Plastics. **4. ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** Customer is fully aware of and acknowledges there is a risk of injury or damage arising out of the use or operation of the Items rented hereunder and by the Services received and hereby elects to voluntarily enter into this Rental & Service Agreement and to release and discharge Revolution Plastics from any and all risks of injury or damages through the use or operation of the Rental Items and the Services received, except claims or litigation arising through the gross negligence or willful misconduct of Revolution Plastics. **5. OPERATORS.** No operators are furnished, directly or indirectly with our Rental Items. Services provided will be conducted by Revolution Plastics representatives. **6. RECEIPT/INSPECTION OF RENTAL ITEMS.** Customer rents the Rental Items on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the Rental Items prior to its use and finds it suitable for Customer's needs. Customer will acknowledge receipt of all Items when delivered and acknowledges that the Rental Items are in good working order and repair and that Customer understands (without further instructions) its proper operation and use. **7. POSSESSION/TITLE.** Customer's right to possession of the Rental Items begins when Rental Items are picked up from designated location by Customer or are dropped off to the address provided to Revolution Plastics by Customer and terminates on the agreed return date indicated in the Definitions & Terms section of this Rental & Service Agreement. Title to the Rental Items is and shall remain in Revolution Plastics possession. Customer hereby agrees to indemnify, defend and hold Revolution Plastics harmless from any and all claims and costs arising from such retaking and/or levy. If Rental Items are levied upon, Customer shall notify Revolution Plastics immediately. **8. ORDINARY WEAR AND TEAR.** Customer shall be responsible for all damages to the Rental Items not caused from Ordinary Wear and Tear. **9. COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the Rental Items for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all the municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the Rental Items during the Rental and Service period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the Rental Items, including any subsequently determined to be due. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the Rental Items. Customer agrees to keep the Rental Items secure and to visually inspect the Rental Items at least monthly and to immediately discontinue use and notify Revolution Plastics when Rental Items are found to need repair or maintenance or are not properly functioning. A cleaning and repair fee will be assessed at the discretion of Revolution Plastics if the Rental Items' condition or appearance has been altered beyond Ordinary Wear and Tear. **10. RETURN OF RENTAL ITEMS.** Customer agrees to return to Revolution Plastics the Rental Items in as good condition as when received. Customer shall be liable for all damages to (not cause from Ordinary Wear and Tear and up to the full replacement cost of the Rental Item) or loss of the Rental Items and liability incurred prior to Rental Item's return to Revolution Plastics. Customer shall be responsible for all costs incurred by Revolution Plastics recovering and returning damaged Rental Items to Revolution Plastics' premises. When the Rental Items are to be "picked-up" by Revolution Plastics, Customer accepts all risk including damage to and liability relative to Rental Items for a Reasonable Period of Time, as described in the Definitions & Terms section of this Rental & Service Agreement, until the Rental Items are picked-up by Revolution Plastics. **11. DISCLAIMER OF WARRANTIES.** Revolution Plastics makes no warranty of merchantability or fitness for any particular use or purpose, either expressed or implied. There is no warranty or representation that the Rental Items or Provided Services are fit for Customer's particular intended use, or that they are free of latent defects and operational flaws. Revolution Plastics shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attribute to the operation, use or any failure unknown to the Revolution Plastics, except claims or litigation arising through the gross negligence or willful misconduct of Revolution Plastics. **12. SUBLETTING/LOCATION OF RENTAL ITEMS.** Customer agrees not to sublet, loan or assign the Rental Items. Customer shall not move the Rental Items from the address at which the Customer represented it was to be used. **13. DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Rental & Service Agreement, Revolution Plastics may, at its sole option, terminate this Rental & Service Agreement, retake the Rental Items, stop Services provided, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to Revolution Plastics.

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Exercise of any remedy available to Revolution Plastics shall not constitute an election of remedies or a waiver of any additional remedies to which Revolution Plastics may be entitled. **14. RETAKING OF RENTAL ITEMS AND STOPPING OF SERVICES.** If for any reason it becomes necessary for Revolution Plastics to retake the Rental Items and stop Services, Customer authorizes Revolution Plastics to retake the Rental Items and Stop Services without further notice or further legal process and agrees that Revolution Plastics shall not be liable for any claims for damage or trespass arising out of the removal of the Rental Items and stoppage of Services. **15. LEGAL FEES.** In the event an attorney is retained to enforce any provision (including collection costs) of this Rental & Service Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court. **16. NOTICE OF NON- WAIVER/SEVERABILITY.** Any failure of Revolution Plastics to insist upon strict performance by Customer regarding any provision of this Rental & Service Agreement shall not be interpreted as a waiver of Revolution Plastics' right to demand strict compliance with all other provisions of this Rental & Service Agreement against Customer or any other person. The provisions of this Rental & Service Agreement shall be severable so that the enforceability, invalidity or waiver of any provision shall not affect any other provision. **17. MISCELLANEOUS.** A. By accepting delivery of a Rental Item, Customer acknowledges and will honor all provisions of this Rental & Service Agreement and acknowledges that he has reviewed and been given the opportunity to save a copy of this Rental & Service Agreement. B. Customer is fully aware and acknowledges that the terms and conditions of this Rental & Service Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the terms and conditions of this agreement shall govern all future deliveries should the Customer fail or be unable to sign the Rental & Service Agreement at time of delivery. C. In the event the property storing the Rental Items and receiving Services is for sale, the Customer will notify Revolution Plastics before closing a transaction and transferring ownership. **18. WAIVER OF JURY TRIAL.** The parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Rental & Service Agreement. **19. ENFORCEMENT.** Revolution Plastics and Customer agree that the enforcement hereof shall be in Pulaski County, Arkansas and governed by the laws of the state of Arkansas.

DEFINITIONS & TERMS

Rental & Service Rate: \$0.00 per month for ordinary and intended use of the Rental Items and Plastic Collection Services. Ordinary and intended use will be defined and provided by Revolution Plastics. Revolution Plastics retains the right to change or redefine Ordinary and Intended Use throughout the Term of Rental Period.

Rental & Service Period: Agreement lasts for twelve months, wherein Revolution Plastics may extend the agreement. Revolution Plastics has the right to remove its property and discontinue services at any time and the Customer can request the Items be removed at which point Revolution Plastics will remove the Items in a Reasonable period of time.

Rental Items (herein "the Rental Item", "Rental Items" or "Items"): Any device given to Customer by Revolution Plastics for the use of collecting, cleaning, storing and compacting agricultural plastics.

Reasonable Period of Time: A length of time determined by Revolution Plastics that will be communicated to the Customer upon request.

Ordinary Wear and Tear: Only the normal deterioration of the Rental Items caused by ordinary, reasonable and proper use of the Rental Items. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of Rental Items.

Approved Materials: Low Density Polyethylene (#4) Plastics. Revolution Plastics retains the right to change or redefine Approved Materials throughout the Term of Rental Period.

Print Name

Signature

Farm Name

Address where dumpster will be located

Telephone Number

Home	Mobile	Yes	No
Is this a Home or Mobile Phone?		If Mobile, may we text you?	

Date

Dumpster #