



CALVARY  
STATION

# NEW CUSTOMER APPLICATION

678-283-1665

ContactUs@CalvaryStation.com

www.CalvaryStation.com

## BUSINESS INFORMATION

Legal Business Name

Business Phone Number  Tax ID/EIN

Business Address  Mailing Address   
\*If different than physical address

City/State  City/State

ZIP Code  ZIP Code

Main Contact Email

## ACCOUNT INFORMATION

Accounts Payable (A/P) Contact

AP Phone Number

AP Email

Current insurance provider

General Liability Coverage (\$)  Umbrella Coverage (\$)

How many trucks are in your fleet?

How many trucks in your fleet do you anticipate dumping at Calvary Station?

How many dumps do you anticipate per truck per week?

How many key cards would you like to have?

\*See terms and conditions for details  
\*\*Card holders names will need to be provided

Choose an emergency 4 digit PIN for gate access?

\*This will be used to provide to your drivers in the event card access doesn't work after Calvary Station office hours

Choose a preferred Username

\*This will be your identifier on reporting  
\*\* 8 -16 characters

I have viewed and agree to Calvary Station's terms and conditions

Signature \_\_\_\_\_

\*\*\*Must be signed by an officer of the company\*\*\*

Printed Name

Title

Date

**CALVARY STATION, LLC**  
**STANDARD TERMS AND CONDITIONS – RECOVERED MATERIAL DISPOSAL SERVICES**

**Effective: January 1, 2024**

By submitting an application (the "Application") for access to the Calvary Station Dump Pit located at 1563 Calvary Church Road, Gainesville, Georgia 30507 (the "Dump Site") to Calvary Station, LLC a Georgia limited liability company ("Site Operator"), you (the "Customer") acknowledge and agree to the following Terms and Conditions (the "Terms", and together with the Application, the "Agreement"), which are deemed part of and incorporated into any Application or similar document, whether electronic or in writing, relating to the provision of material dumping services by Site Operator to Customer.

**1. Services.** Subject to the terms and conditions of this Agreement, Site Operator will provide to Customer material disposal services (the "Services") at the Dump Site. The Services will be available twenty-four (24) hours per day, seven (7) days per week. Within a reasonable time after Site Operator's approval of Customer's Application, Site Operator will provide Customer with the number of key cards requested in Customer's Application which Customer shall use to access the Dump Site (the "Key Cards").

**2. Fees and Expenses.**

a. If Site Operator agrees to or provides specific payment and billing terms in an approved Application ("Application Terms"), which Site Operator may agree to or provide in its sole and absolute discretion, Customer agrees to pay all charges incurred hereunder in accordance with the Application Terms. If no Application Terms are provided in Customer's approved Application or for matters on which the Application Terms are silent, by agreeing to these Terms, Customer authorizes Site Operator to charge Customer's Approved Payment Method (defined below) for all fees owed to Site Operator for the provision of the Services hereunder on each Monday during the Term of this Agreement for all charges incurred during the previous seven (7) day period (each, a "Payment"). Site Operator will provide summary receipts (each, a "Payment Confirmation") to Customer within thirty (30) days of each Payment.

b. Unless otherwise expressly agreed in writing by Site Operator, Customer will be charged \$250.00 each time Customer accesses the Dump Site; such fees may be adjusted by Site Operator from time to time upon notice to Customer (which may be via email to Customer's administrative contact on file or by posting at the Dump Site), and Customer's continued use of the Dump Site following such notice will be deemed Customer's agreement to the adjusted fees. For all Payments to be made pursuant to this Agreement, Customer will provide Site Operator with either (i) a valid credit card number or (ii) an executed ACH Authorization form (each, an "Approved Payment Method"). Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

c. Customer must notify Site Operator in writing of any dispute regarding Payments within thirty (30) days of Customer's receipt of an applicable Payment Confirmation; failure to provide written notice of a dispute within such period constitutes a waiver by Customer of such dispute. All disputes must be made in good faith. Any disputed amounts finally determined in favor of Customer will be credited to Customer's account on a subsequent Payment Confirmation.

d. Except for charges Customer has successfully disputed, all late payments resulting from a declined Approved Payment Method or otherwise shall bear interest at the lesser of the rate of one and

one-half percent (1.5%) per month or the highest rate permissible under applicable law. Customer shall also reimburse Site Operator for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In the event Customer's Approved Payment Method is declined, Site Operator shall have the right to deactivate Customer's Key Card(s) until all outstanding sums owed to Site Operator have been paid and Customer has provided Site Operator with updated payment information in a form acceptable to Site Operator in its sole discretion.

**3. Key Cards.** Customer is responsible for all Key Cards provided by Site Operator pursuant to this Agreement and for all access and use of the Dump Site via the Key Cards assigned to Customer. In the event any Key Card is lost, stolen, destroyed or damaged in any manner, Customer shall promptly notify Site Operator. Unless and until (i) this Agreement expires or is terminated pursuant to Section 5 hereof, or (ii) Customer provides notice to Site Operator that a Key Card has been lost or stolen, Customer is responsible for all charges associated with each of its Key Cards, regardless of whether such charges are attributable to use of the Key Card by Customer, any of Customer's employees or agents, or any other third party.

**4. Security.** Site Operator may monitor activity at the Dump Site but is not responsible for security at the Dump Site. Site Operator shall have no liability for damage to any trucks, equipment, or other personal property of Customer at the Dump Site. Except for bodily injury, death or tangible property damage solely caused by or resulting from the gross negligence or willful misconduct of Site Operator, Customer assumes all risks for, and Site Operator shall have no liability for injury to Customer or Customer's employees, independent contractors, agents, or other personnel, including without limitation, injury from, relating to or associated with the provision of Services or Site Operator's performance hereunder.

**5. Term and Termination.**

a. Unless sooner terminated as provided herein, the initial term of this Agreement shall commence as of the date Customer is provided with its Key Cards and shall continue thereafter for a period of one (1) year; thereafter, the term of this Agreement shall renew for successive periods of one (1) year each, unless either party provides written notice of an election not to so renew this Agreement at least ten (10) days prior to the scheduled renewal date. The initial term and all renewal terms are referred to herein collectively as the "Term".

b. Either party may terminate this Agreement immediately upon written notice to the other party (or Site Operator may, in its sole discretion, suspend the provision of Services hereunder) if the other party (i) commits a material breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the same (provided, however, Site Operator may suspend the provision of Services upon Customer's breach of Section 6 or 7 until Customer has cured such breach); or (ii) is unable to pay its debts generally as they become due, is declared or otherwise becomes insolvent, is subject to a general assignment for the benefit of creditors, is subject to the appointment of a receiver for its business or assets, is subject to any proceedings under any bankruptcy or insolvency law or liquidation, voluntary or otherwise. In addition, either party may terminate this Agreement for its convenience upon at least ten (10) days prior written notice to the other party.

c. Upon the effective date of any termination of this Agreement: (i) Site Operator will immediately cease providing the Services and deactivate Customer's Key Cards; and (ii) Site Operator will charge the Approved Payment Method associated with Customer's application for any and all payment

obligations due under this Agreement for Services provided through the date of termination. If Customer's Approved Payment Method declines or Customer otherwise fails to pay such amounts on the due date, Site Operator may impose interest on such overdue payments as set forth in Section 2(d).

**6. Dumping and Excluded Materials.** Customer agrees to comply with all policies and procedures of Site Operator applicable to the provision of Services and the Dump Site as Site Operator may have in effect from time to time. Customer agrees to utilize the Dump Site only for the disposal of Recovered Materials, as defined in the Georgia Comprehensive Solid Waste Management Act of 1990 (O.C.G.A. Section 12-8-20 et seq.) (the "Act"). Unless otherwise expressly agreed in writing by Site Operator, Customer shall not dispose of any materials at the Dump Site which (i) do not meet the definition of Recovered Materials under the Act, (ii) are listed or published by Site Operator as "excluded" or (iii) which are otherwise prohibited from disposal thereon. Customer agrees to provide Site Operator with copies of material manifests (or similar records maintained in the ordinary course of Customer's business) evidencing its compliance with the foregoing upon the reasonable request of Site Operator from time to time.

**7. Compliance with Laws; Hazardous Material.** Customer represents and warrants that no materials it deposits at the Dump Site (i) is subject to any federal, state, or local treatment or remedial requirements or disposal restrictions; or (ii) contains, nor will such material, release Hazardous Materials (as hereinafter defined) in quantities which would require investigation, monitoring, clean-up, containment, restoration, removal, governmental notification, or other remedial work under any applicable federal, state or local law or regulation. For purposes of this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is regulated by any governmental authority of the State of Georgia or the United States government, including without limitation, any material or substance which (a) is defined or listed as a "hazardous material", "toxic pollutant", "hazardous waste", "hazardous substance", or "hazardous pollutant" under applicable federal, state or local law or administrative codes promulgated thereunder, (b) contains hydrocarbons of any kind, nature or description, including but not limited to, gas, oil or similar petroleum products, (c) contains asbestos, (d) contains PCBs or (e) contains radioactive materials. Site Operator may reject any material Customer deposits or attempts to deposit at the Dump Site that, in Site Operator's sole discretion, is determined to be contaminated or in breach of the terms of this Agreement.

**8. Title.** Title to material deposited by Customer at the Dump Site shall immediately transfer to Site Operator upon such disposal, but in the event any material deposited is found to be in breach of the terms of Section 6 or 7 hereof, Customer shall retain title to such material and shall, at its sole expense, promptly remove such material and remediate, to Site Operator's satisfaction, any resulting contamination of the Dump Site.

**9. Indemnification and Insurance.**

a. To the fullest extent permitted by applicable law, Customer agrees to indemnify, release, and save Site Operator, its employees, contractors and agents harmless from and against all claims, demands, actions, damages, liabilities, losses and expenses (including, but not limited to reasonable legal fees and costs) (collectively, "Claims"), arising out of, connected with, or resulting from (a) Customer's breach of Sections 6 or 7 hereof, (b) any bodily injury, death or property damage caused by the acts or omissions of Customer or any of its employees or agents (including, without limitation, any person obtaining access to the Dump Site via a Key Card assigned to Customer), (c) any negligent or intentional acts or omissions of Customer's employees or agents during the Term of this Agreement, or (d) any investigation or monitoring of Dump Site conditions or any clean-up containment, restoration, removal or

other remedial work required under any applicable federal, state or local law, by any judicial order or by any governmental entity arising out of or in connection with Customer's utilization of the Services. Such indemnified claims include, without limitation, any claims or loss for death or injury to persons including either party's employees, of all loss, damage or injury to property, arising in any manner out of Customer's use of the Dump Site or Services. The parties intend that this duty to indemnify is as broad as permitted by applicable law. In no event will Customer settle or compromise any claim without Site Operator's prior written consent.

b. During the Term of this Agreement and for three (3) years thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, and workers' compensation insurance as required by applicable law. Customer shall provide Site Operator with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement upon Site Operator's reasonable request from time to time.

#### **10. Limitation of Liability and Force Majeure.**

a. Each party warrants and represents that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder; and (ii) the performance of its obligations hereunder will not violate any applicable U.S. laws or regulations applicable to such party or cause a breach of any agreements with any third parties. The Services are provided on an as-is basis, and EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 10, SITE OPERATOR DISCLAIMS ANY AND ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE. IN NO EVENT SHALL SITE OPERATOR BE LIABLE UNDER THIS AGREEMENT FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT TORT), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. Neither party shall be liable for and will not be responsible to the other for any delay or failure to perform under this Agreement if such delay or failure results from any act or cause beyond the reasonable control of the affected party. If either party is unable to perform under this Agreement because of the occurrence of an event of force majeure lasting more than thirty (30) days, then the other party may terminate this Agreement immediately upon written notice to the other party.

**11. Governing Law and Disputes.** This Agreement and all matters arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Each of the parties hereby irrevocably submit in any suit, action or proceeding arising out of or related to this Agreement or any of the transactions contemplated hereby or thereby to the exclusive jurisdiction and venue of any state or federal court having jurisdiction over Gwinnett County, Georgia and waive any and all objections to jurisdiction and venue they may have under the laws of the State of Georgia or the United States and any claim or objection that such court is an inconvenient forum.

**12. Modification.** Site Operator may modify these Terms in its sole discretion at any time by posting revised Terms at this site or by sending an email to the last email address on file for Customer, so Customer is encouraged to review this web page periodically. Revised Terms will be effective as soon as they are posted. By continuing to use and access the Dump Site following the effective date of such modifications, Customer agrees to be bound by such modified Terms.

**13. Entire Agreement.** This Agreement constitutes the entire understanding and final agreement between the parties with respect to the provision of Services by Site Operator and Customer's access to the Dump Site and supersedes any and all prior and contemporaneous written or oral understandings, agreements, representations and warranties with respect to such subject matter.

**14. Miscellaneous.** The headings in this Agreement are provided for convenience only and will not affect its construction or interpretation. All pronouns, singular or plural, masculine, feminine or neuter, will mean and include the person, entity, firm, or corporation to which they may refer as the context may require. Wherever the context may require, the singular will mean and include the plural and the plural will mean and include the singular. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect. All remedies of Site Operator hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by Site Operator to enforce or exercise any provision of this Agreement or its related rights shall not constitute a waiver of that right or provision. No assignment of any rights or interest or delegation of any obligation or duty of Customer under this Agreement may be made without Site Operator's prior written consent. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes. Except for the parties, their successors and permitted assigns, there are no third party beneficiaries under this Agreement. This Agreement may be executed and delivered electronically.