

JUNK REMOVAL AND HAULING AGREEMENT

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This Junk Removal and Hauling Agreement (this "**Agreement**") is entered into as of [DATE] (the "**Effective Date**") by and between:

[HAULER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] doing business as [HAULER DBA NAME], with its principal place of business at [HAULER ADDRESS] (the "**Hauler**"); and [CLIENT NAME], an individual or entity located at [CLIENT ADDRESS] (the "**Client**").

The Hauler and the Client are each a "**Party**" and together the "**Parties**."

Recitals. The Client wishes to engage the Hauler to remove, haul, and dispose of unwanted items, debris, or junk (the "**Materials**") from the property described below, and the Hauler is willing to provide those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

Job Summary. Service address: [SERVICE ADDRESS]. Scheduled date/window: [DATE / WINDOW]. Items to be removed: [DESCRIBE MATERIALS / LOCATIONS]. Estimated volume: [TRUCK LOADS / CUBIC YARDS].

1. Services

1.1 Scope of work. The Hauler will collect, load, haul, and lawfully dispose of or recycle the Materials described in this Agreement (the "**Services**") from the locations identified by the Client.

1.2 What is included. The Services include labor, loading, transport, and disposal or recycling fees for the agreed Materials, unless a separate charge is stated. Items not identified at booking may be added under Section 5.

1.3 Volume basis. Pricing is based on the volume the Materials occupy in the Hauler's truck, measured in [CUBIC YARDS / TRUCK FRACTIONS / WEIGHT], unless a flat rate is agreed.

1.4 Site condition. The Client will provide safe, lawful access to the Materials and the removal route. The Hauler is not responsible for moving items the Client has not authorized it to remove.

2. Prohibited and Restricted Materials

2.1 Hazardous materials excluded. The Hauler will not knowingly remove hazardous materials, including but not limited to asbestos, solvents, fuels, paints, oils, batteries, medical or biohazard waste, ammunition, or other materials whose handling is regulated by law, except under a separate written agreement and at additional charge.

2.2 Special-handling items. Certain items (e.g., appliances with refrigerants, electronics, tires, mattresses) may require special handling and carry additional fees disclosed before removal.

2.3 Client representation. The Client represents that, to its knowledge, the Materials do not contain prohibited or undisclosed hazardous substances. The Client will indemnify the Hauler under Section 8 for losses arising from

undisclosed hazardous materials.

3. Pricing and Payment

3.1 **Charges.** The Client will pay **[\$ AMOUNT / RATE]** as stated on the estimate, plus disclosed fees for special-handling items, stairs, long carries, or excess weight.

3.2 **Estimate.** The estimate is **[BINDING / NON-BINDING]**. On-site verification of volume governs the final charge where the estimate is non-binding, and the Hauler will confirm any increase before loading.

3.3 **Payment.** Payment in full is due **[ON COMPLETION / ON INVOICE]** by **[CASH / CARD / CHECK / OTHER]**. Returned checks are subject to a fee of **[\$ AMOUNT]** to the extent permitted by law.

3.4 **Deposit and cancellation.** A deposit of **[\$ AMOUNT]** is **[REFUNDABLE / NON-REFUNDABLE]** as stated. Cancellation within **[NUMBER]** hours of the scheduled window may incur a trip charge of **[\$ AMOUNT]**, subject to applicable law.

3.5 **Taxes.** Stated prices are exclusive of sales and use taxes, which the Client will pay as required by law.

4. Scheduling

4.1 **Window.** The Hauler will perform the Services within the scheduled date or arrival window and will give reasonable notice of any change.

4.2 **Access failures.** If the Hauler arrives and cannot perform due to lack of access, an unsafe site, or the Client's unavailability, a trip charge of **[\$ AMOUNT]** may apply.

4.3 **Weather and delays.** The Hauler is not liable for delays caused by weather, traffic, disposal-site closures, or other events beyond its reasonable control.

5. Additional Items and Change Orders

5.1 **On-site additions.** If the Client requests removal of items beyond the agreed scope, the Hauler will quote the additional charge before proceeding.

5.2 **Approval.** Additional work is authorized when the Client approves the quoted charge in writing or electronically. The other terms of this Agreement continue to apply.

6. Title, Disposal, and Salvage

6.1 **Transfer of title.** On loading, title to the Materials passes to the Hauler, which may dispose of, recycle, donate, or resell the Materials at its discretion in compliance with law.

6.2 **No claim to salvage.** The Client waives any claim to value the Hauler recovers from salvage, recycling, or resale, unless otherwise agreed in writing.

6.3 **Client responsibility to remove valuables.** The Client will remove any items it wishes to keep before the Services begin. The Hauler is not liable for the loss of items the Client directed it to remove.

7. Liability and Property Protection

7.1 **Care during removal.** The Hauler will exercise reasonable care to avoid damage to the Client's property (floors, walls, doorways, landscaping) during removal.

7.2 Limitation of liability. Except for damage caused by the Hauler's negligence or willful misconduct, the Hauler is not liable for indirect or consequential damages, and its total liability for property damage will not exceed **[\$ AMOUNT OR THE FEES PAID]**, except where applicable law provides otherwise.

7.3 Pre-existing conditions. The Hauler is not responsible for pre-existing damage, wear, or conditions at the site.

7.4 Claims. The Client must report any damage in writing within **[NUMBER]** days of the Services, with reasonable supporting detail.

8. Indemnification

8.1 By Client. The Client will defend and indemnify the Hauler against third-party claims and regulatory penalties arising from (a) undisclosed hazardous materials in the Materials, (b) the Client's lack of authority to dispose of the Materials, or (c) the Client's breach of this Agreement.

8.2 By Hauler. The Hauler will defend and indemnify the Client against third-party claims arising from the Hauler's negligence or willful misconduct in performing the Services.

8.3 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and cooperate reasonably.

9. General Provisions

9.1 Independent contractor. The Hauler is an independent contractor and not the Client's agent or employee.

9.2 Insurance and licensing. The Hauler represents that it maintains the licenses and insurance applicable to its services and disposal practices.

9.3 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to conflict-of-laws rules. The Parties submit to the courts located in **[COUNTY, STATE]**.

9.4 Compliance with disposal law. The Hauler will dispose of the Materials in compliance with applicable local, state, and federal waste and recycling requirements, which govern over any conflicting term here.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Entire agreement; amendment. This Agreement, with any estimate and approved additions, is the entire agreement on its subject and may be amended only in writing signed by both Parties.

9.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HAULER

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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