

**i** Customer agrees to indemnify: defend and hold harmless Contractor against all claims, damages, suits, penalties, fines, and liabilities for injury or death to persons or loss or damage to property arising out of Customers use, operation or possession of the equipment. A \$50 cancellation charge will apply, to any cancellations, prior to delivery

## TERMS AND CONDITION OF SERVICE AGREEMENT

**WASTE MATERIALS:** Customer warrants that the waste materials delivered to contractor hereunder will not contain hazardous, toxic or radioactive wastes or substances defined by applicable federal, state, local or provincial laws or regulations nor any special waste as defined by contractor. Prohibited items include, but not limited to: monitors, tv's, flammable thinners, lacquers, paints, solvents, oils, contaminated absorbents, asbestos, batteries, infectious waste, contaminated soils, fuels, inks, car tires, appliances containing refrigerant. **Charges shall be assessed to handle and dispose of prohibited items (\$35 per tire)**

**CUSTOMERS RESPONSIBILITY FOR EQUIPMENT:** Customer shall be responsible for all loss or damage to the equipment, other than normal wear and tear, except for loss or damage resulting from contractors handling of the equipment when providing its services hereunder. Customer shall not overload in volume and/or weight and may not move the equipment or make any alterations or improvements to the equipment, and shall use the equipment only for the proper purpose for which it is intended. Customer shall be liable for any overweight fines caused by an overloaded condition. Overweight charges are **\$85.00/ton over the allowed tonnage up to Maximum Tonnage, exceeding maximum tonnage is priced at \$112.50 Per ton.**

**i** On collection day, Customer shall provide unobstructed access to the equipment. If equipment is inaccessible, Customer will be notified and charged for any additional collection service or attempts to provide such service. **\$150-250 varying on distance.**

**CHARGES AND PAYMENT:** Customer shall pay contractor in accordance with Contractors established rates per container for the services provided. Customer shall be liable for all taxes, fees or other charges imposed upon the container customer's waste materials by federal, state, local, or provincial laws and regulations which are included in the set above price. Additional charges may be incurred if container is filled above capacity. **Credit Card Payment: All orders paid with a credit card are subject to a 3% Credit Card Recovery Fee.** Rush Orders: If Customer wishes to place an order after 3pm for same day delivery a charge of \$150.00 will apply.

Payment shall be made by customer upon delivery of each empty dumpster. Contractor may impose, and Customer agrees to pay a late fee not to exceed the maximum rate allowed by applicable law for all the past due payments. Relocates due to customer not on-site or at customers request are subject a relocation charge. **On site or reroute cancellations are also subject to dry run charges of \$150-250.**

**PROPERTY DAMAGE:** Customer is responsible for providing safe ingress and egress to property. Except in the case of negligence on the part of Contractor, damages resulting from failure to provide said safe ingress and egress are the sole responsibility of customer, including any possible tow charges to remove Contractor vehicle from Customer property, should it become necessary. Contractor shall not be responsible for damage to customer's property or driving surface resulting from weight or path of Contractor's vehicle servicing the location designated by Customer.

**ATTORNEY FEES:** In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney's fees and costs brought to enforce this agreement.