

## **BLACKSWAMP DISPOSAL LLC.**

### **TERMS & CONDITIONS:**

As a customer requesting service you agree to the following terms and conditions for the rental of our dumpster service;

### **PAYMENTS & CHARGES**

1. Customer is responsible for any additional fees assessed by the landfill for certain items such as tires, appliances, mattresses, etc.
2. The container rental includes use up to 7 days. If the container is kept longer then the 7 days there will be an additional fee of \$10.00 a day up to 3 days. After the 3 additional days you will be charged a new rental fee.
3. Payment for all base fees as well as any known additional rental time will be due upon delivery of the container. Any additional fees due to overweight or other fees not paid upon delivery are due within 7 days of container pickup.
4. Any unpaid balance after 7 days will start to accrue 15% interest from the date of container pickup until paid in full. There will be a **minimum of a \$25.00 late fee.**
5. If paying by check and the check is returned for insufficient funds from the banking institution the **CUSTOMER IS RESPONSIBLE FOR RETURNED CHECK FEES AS WELL AS AN ADDITIONAL \$30.00 FEE FOR THE RETURNED CHECK.**
6. Customer agrees to pay a base fee according to the size of container that is required. Each container has a strict weight limit according to the required size of container required, however due to strict weight limitations and associated dump fees any additional materials will be billed at a rate of \$50.00 per ton above the regulated tonnage of each container.

### **DUMPSTER USE:**

While refuse dumpsters are in your possession, you will **NOT** place or allow to be placed into the dumpster;

1. Substances hazardous to health such as toxic or corrosive materials or liquids.
2. Liquids of any kind, contained or not.
3. Cans, drums, or other container of any kind unless emptied and crushed and incapable of carrying any liquids.
4. Medical waste or animal carcasses of any kind.
5. Any material not listed above however considered unsuitable for containment e.g. malodorous waste, asbestos, paint, tires, gas bottles, fluorescent tubes, vehicle batteries, appliances, and or mattresses.
6. **Extremely heavy material such as rock, dirt, or concrete.** Please let us know and we can help you dispose of such heavy items in a more efficient manner.
7. All refuse shall remain within the confines of the dumpster and shall not exceed the top or sides. Every attempt shall be taken to equally dispense the weight of the refuse within the dumpster.
8. Customer shall be liable for any loss or damage to rented equipment in excess of reasonable wear and tear.

### **Access and Ground Conditions**

1. The customer will be responsible for the provision of free and suitable access to and from delivery site and for ensuring suitable conditions for delivery, placement, and removal of dumpster. No responsibility will be accepted for the damage to any surface and you should therefore take steps to protect surfaces before the dumpster arrives.

**Terms**

This agreement shall continue in effect until terminated by either party, with or without cause, upon forty-eight (48) hour's notice. Customers' representations and warranties regarding the waste delivered and the mutual indemnities set forth therein shall survive termination of this agreement.

**Indemnification**

Customer agrees to indemnify, save harmless and defend contractor from and against any and all liabilities, claims, penalties forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, to the extent caused by customer's breach of any warranty, term or provision of the agreement, or any negligent act, negligent omission or willful misconduct of customer, its employees, or subcontractors in the performance of the agreement, regardless of any contributing or concurrent negligence caused by indemnified party.

**Attorney's Fees**

In the event of a breach of the agreement, the breaching party shall pay all reasonable attorney's fees, collection fees, and costs of the other party incident to any action brought to enforce the agreement.

**Miscellaneous**

The agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The agreement shall be governed by and construed in accordance with the laws of the State. A faxed signature of any party shall have the same legal binding effects as an original signature.

\_\_\_\_\_ Customer

\_\_\_\_\_ Title

\_\_\_\_\_ Date