



(678)315-2193 www.vinedisposal.com

Business Name:	Phone:	<u>Delivery Date:</u>	<u>Size container:</u>	Driver:
Contact Name:	Business Address	Delivery Address	Email:	

TEMPORARY ROLL OFF/DUMPSTER CONTRACT

TERMS & CONDITIONS

Vine Disposal, LLC, a Georgia, U.S.A. limited liability company, including its affiliates and subsidiaries, agrees to rent certain dumpster equipment ("Equipment") to customer ("Customer") on the basis of the terms and conditions as set forth herein. Except as specifically set forth herein, or as otherwise communicated by Vine Disposal to Customer, the following terms and conditions, including the Rental Documents (as defined herein) shall apply to and govern both commercial and residential rentals.

1. Acceptance; Contract Formation. This transaction, including Vine Disposal LLC rental of Equipment to Customer, is expressly limited to and made conditional upon Customer's assent to and acceptance of all the terms and conditions contained herein and as set forth in any related rental document, including, but not limited to any quotation, proposal, acknowledgment and/or invoice (collectively referred to hereinafter as the "Rental Documents"). The terms and conditions stated herein shall apply to and govern all Rental Documents, including any agreement, order and/or rental that may result here from, and these terms and conditions, along with the Rental Documents, constitute the entire agreement between Vine Disposal and Customer. Any of Customer's terms contained in any request for quotation, purchase order, release, acknowledgement or any other Customer document which are in addition to or different from the terms contained herein are hereby specifically objected to, rejected and excluded, and shall be of no force or effect.

2. Ordering Process. Vine Disposal intakes and processes all Equipment rental orders either via telephone or via our website which is located at www.vinedisposal.com (the "Website"). Customer acknowledges and agrees that upon Customer's placement of an order for a rental of Equipment (either via telephone or via the Website), and Vine Disposal acceptance of such order, then a binding and enforceable rental agreement shall exist between Vine Disposal and Customer with respect to such Equipment based upon these terms and conditions, as well any applicable Rental Documents. All rental orders accepted by Vine Disposal are accepted with the understanding that each such order is subject to Vine Disposal's ability to obtain and furnish the service and equipment to Customer. The price agreed to includes a two week term. There will be a \$5/day fee charged if the container is not picked up prior to the two weeks.

3. Delivery and Pick Up of Equipment. Vine Disposal will use commercially reasonable efforts to ensure timely delivery and pick up of Equipment; provided that, due to circumstances beyond our control, including, but not limited to, inclement weather, hazardous roads and/or driving conditions, traffic delays, motor vehicle accidents, delays at landfills and equipment failure, **we cannot and do not guarantee delivery times or dates.** Vine Disposal will not be liable to Customer under any circumstances for costs, expenses, losses and/or damages incurred by Customer in any manner relating to such delays. Upon the delivery of the Equipment to the location

as designated by Customer, Customer shall not move, transport or attempt to move or transport (either directly or indirectly) the Equipment from the designated site without prior notice to and consent from Vine Disposal, which may be withheld within the sole discretion of Vine Disposal. In the event that Vine Disposal attempts to deliver or pick-up Equipment and is unable to do so for any reason beyond Vine Disposal control, including, but not limited to, overloaded Equipment, low lying power lines or tree branches, blocked access to the delivery or pick-up location, damaged Equipment, locked gates, fences or parking lots, inaccessible driveways and/or the storage of prohibited items or substances in the Equipment (collectively referred to as "dry run"), then Vine Disposal shall be entitled to a trip charge inconvenience fee. The standard trip charge inconvenience fee starts at \$50.00; provided that, if Vine Disposal incurs additional charges, fees, fines, penalties costs and/or expenses related to the trip, then Vine Disposal may increase the trip charge inconvenience fee in order to recoup any such charges, fees, fines, penalties costs and/or expenses. Customer acknowledges and agrees that Vine Disposal is authorized and entitled to charge to Customer's credit card the amount of any such trip charge inconvenience fee.

DRIVER:

CIRCLE ONE:	DEL	SWAP	FINAL	PRICE \$(ADDITIONAL FEES MAY APPLY): \$
BOX #:				Drop off time:
ORDER:				Pick up time:

Signature: _____ Date: _____

Print Name: _____ Title: _____

ADDITIONAL TERMS & CONDITIONS ARE ON THE REVERSE SIDE OF THIS CONTRACT. BY SIGING THIS AGREEMENT YOU HAVE AGREED TO AND UNDESTAND THE TERMS AND CONDIITONS IN ITS ENTIRITY. OVER WEIGHT CHARGES WILL BE CALCULATED @ \$65/TON. VINE DISPOSAL LLC WILL BILL FOR OVERWEIGHTS UPON PICK UP OF THE CONTAINER AND CHARGE THE CREDIT CARD ON FILE. AN INVOICE WILL BE MAILED WITH A FIVE-DAY GRACE PERIOD PRIOR TO SUBMITTING CHARGE.

4. Prices and Payment Terms. Prices for Equipment rentals are stated on the website and verbally, as modified from time to time within the sole discretion of Vine Disposal; provided that applicable prices for each Equipment rental transaction will be confirmed by Vine Disposal at the time of Customer's placement of an order for such Equipment. Except as otherwise mutually agreed in writing between Customer and Vine Disposal, Customer will pay Vine Disposal on each drop of a container throughout the applicable rental term via credit card payment. Customer hereby expressly authorizes Vine Disposal to retain your credit card information and charge your credit on a monthly basis for rental fees and all other charges to which Vine Disposal is entitled hereunder. Customer acknowledges and agrees that such credit card authorization shall remain valid and in full force and effect during the applicable rental period and for a period of time not to exceed 180 days beyond the last day of your equipment rental. If, at any time during a rental term, Vine Disposal's authorization to charge your credit card is revoked and/or cancelled by Customer or any third-party, then Vine Disposal, within its sole discretion, may immediately terminate the Equipment rental and recover the Equipment without notice or liability to Customer, and without prejudice to or waiver of any of Vine Disposal's remedies against Customer. Vine Disposal charges a 3% credit card processing fee each time a credit card is charged.

5. Cancellation and Cancellation Fees. Any rental order, once placed with and accepted by Vine Disposal, may not be cancelled by Customer except upon the consent of Vine Disposal, which may be withheld within the sole discretion of Vine Disposal. In the event that Vine Disposal agrees to accept a cancellation after acceptance of Customer's order, then Vine Disposal shall be entitled to a cancellation fee (which may be charged to Customer's credit card) in the amount \$25.00 if the cancellation occurs prior to 4:00 p.m. the business day before your scheduled delivery and a cancellation fee in the amount of \$100.00 if the cancellation occurs thereafter.

6. Weight Restrictions and Overload Fees. Customer is solely responsible for complying with the weight restrictions applicable to the rental Equipment. Customer acknowledges that: (a) each item/unit of Equipment has a designated weight specification and corresponding weight limitation (which varies based on the size and type of the Equipment, as well as other factors); (b) the size and/or volume of the particular item/unit of Equipment is not determinative of the applicable designated weight specification and weight limitation for such item/unit of Equipment; (c) local, municipal, city, county and/or state laws, regulations, rules and ordinances also govern and limit the weight and/or amount of material that can be legally stored in and/or transported in the Equipment; and (d) rain, water, snow, ice permitted by Customer to accumulate in the Equipment can increase (and under certain circumstances) exceed the applicable weight restriction relating to specific Equipment. Customer acknowledges that Customer is solely and exclusively responsible for determining the weight restrictions applicable to Customer's Equipment and for strictly complying with such restrictions, including, but not limited to covering and/or tarping the Equipment in order to prevent rain, water, snow, ice accumulation in the Equipment. Customer hereby acknowledges that Vine Disposal incurs charges and expenses in connection with the transport of loaded Equipment to landfills, and that such charges and expenses are based upon the weight of the Equipment. If Customer fails to comply with applicable weight restrictions, Vine Disposal may incur any pay for charges, expenses, penalties and/or fines from a landfill or other third-party, whether private or public, including, but not limited to traffic fines and penalties or other consequential damages (collectively the "Overload Expenses"). In the event that Vine Disposal incurs any Overload Expenses relating to or in connection with Customer's failure to comply with applicable weight restrictions, then, in addition to all other remedies to which Vine Disposal is entitled and in addition to all other amounts, fees, charges and expenses due from Customer to Vine Disposal (including Customer's reimbursement of all such Overload Expenses to Vine Disposal), Customer will pay Vine Disposal a fee not to exceed the amount of \$65.00 per ton in excess of the applicable weight restriction for the Equipment ("Overload Fee"), as determined within the sole discretion of Vine Disposal. Customer acknowledges and agrees that all Overload Fees assessed by Vine Disposal against Customer may be charged to Customer's credit card.

7. Permits. Customer acknowledges that certain locations and/or uses of the Equipment may require a permit, license, certification or other local, municipal, city, county and/or state approval relating to the possession, placement, storage and/or transportation of the Equipment (collectively referred to hereinafter as a "Permit"). Customer represents and warrants to Vine Disposal that Customer (and not Vine Disposal) is solely and exclusively responsible for obtaining and maintaining all necessary and required Permits relating to Customer's possession and use of the Equipment.

8. Prohibited Substances. Customer acknowledges that local, municipal, city, county, state and/or federal laws, regulations, rules and ordinances prohibit the storage of certain items, materials and substances in the Equipment ("Prohibited Substances"). Prohibited Substances include, without limitation, tires, batteries, tree stumps, railroad ties, paints and lacquers, oils, asbestos, infectious waste, contaminated soils and absorbents, inks and resins, industrial drums, food waste, fuels, adhesives, refrigerants and other toxic and/or hazardous materials and substances. Customer acknowledges and agrees that Customer is solely and exclusively responsible for complying with all applicable laws relating to Prohibiting Substances, and Customer shall be liable for any charges, expenses, damages, losses, fines and/or penalties (including, but not limited to traffic fines and penalties) relating to Customer's storage and/or transportation of Prohibited Substances in the Equipment.

9. Indemnification. Customer agrees to indemnify, defend and hold harmless Vine Disposal, including its officers, directors, members, employees, agents, affiliates, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, fines, penalties, charges, expenses, costs or other liabilities of whatsoever kind or nature (collectively, "Losses") asserted or alleged by any third-party arising from or related to: (a) Overload Expenses; (b) Customer's failure to obtain and/or maintain any required Permit; (c) Customer's use or storage of Prohibited Substances in the Equipment; (d) loss or theft of the Equipment; (e) damage and/or destruction of the Equipment during the applicable rental term; (f) personal injury and/or property damage relating to Customer's use and/or possession of the Equipment; (g) physical damage to streets, roadways and/or driveways caused by the Equipment; and (h) Customer's breach of these terms and conditions or the terms of any of the Rental Documents.

10. Waiver; Limitation of Liability and Disclaimer of Warranties. EXCEPT IN THE EVENT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF VINE DISPOSAL, CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AND LOSSES AGAINST VINE DISPOSAL RELATING TO OR ARISING FROM CUSTOMER'S RENTAL OF THE EQUIPMENT AND/OR VINE DISPOSAL'S PERFORMANCE UNDER THE RENTAL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO CUSTOMER'S PROPERTY, PAVEMENT, CURBING DRIVEWAYS, WALKWAYS, LANDSCAPING AND/OR LAWN RELATED TO OR ARISING FROM THE STORAGE OR TRANSPORT OF THE EQUIPMENT IN OR ON CUSTOMER'S PROPERTY. THE RENTAL EQUIPMENT SHALL BE PROVIDED ON AN "AS-IS" BASIS, AND VINE DISPOSAL MAKES NO WARRANTIES TO CUSTOMER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR THAT THE EQUIPMENT WILL MEET YOUR REQUIREMENTS.

11. Governing Law; Severability. Any and all disputes arising from or in connection with the Equipment rental transaction between Vine Disposal and Customer, including, but not limited to, these terms and conditions, the Rental Documents and/or Customer's possession and use of the Equipment, shall be construed in accordance with and governed by the laws of the State of Georgia, U.S.A., including all matters of construction, validity and performance, without giving effect to the conflict of law provisions of such State. Any provision hereof which may be prohibited by applicable law shall be ineffective to the extent of such prohibition and without invalidating the remaining provisions hereof.

12. Jurisdiction and Venue. Any action arising from or in connection with the Equipment rental transaction between Vine Disposal and Customer, including, but not limited to, these terms and conditions, the Rental Documents and/or Customer's possession and use of the Equipment, shall be commenced and prosecuted in the Court of Common Pleas of Gwinnett County, Georgia, U.S.A., or in the United States Federal District Court for the North District of Georgia.

13. Assignment. Neither this rental transaction (including the Rental Documents), nor any part or portion of Customer's performance hereunder is assignable by Customer in whole or part without the prior written consent of Vine Disposal, which may be withheld within the sole discretion of Vine Disposal.

14. Reservation of Rights. Vine Disposal expressly reserves all rights and remedies which are available to it at law or in equity.

15. Entire Agreement and Modification. Upon Vine Disposal's acceptance of the Customer's order for the rental of the Equipment, the terms and conditions set forth herein and as set forth in the Rental Documents (including, but not limited to all requirements as set forth in Vine Disposal's Website), shall constitute the entire agreement between Customer and Vine Disposal, and no statement, correspondence, or other terms shall modify or affect the terms hereof or thereof. No change in these terms and conditions will be valid unless approved by Vine Disposal in writing.

16. Credit Card Authorization. In addition to this contract, there was a signed Credit Card Authorization form that was sent to you for Vine Disposal LLC to render these services. This document will serve as a master document for "ALL" orders placed with Vine Disposal and not to specific job sites or address. There will be a 3% credit card fee added to each charge placed on your order. If you have any questions or do not have a copy of the Credit Card Authorization from please contact our office at (678)315-2193.