

Temporary Roll-Off Dumpster Agreement

1. Delivery Information:

Residential

Commercial

Today's Date:	Client Name:	Client Telephone #:		
Email:		Requested Delivery Date:		
Delivery Address:		City:	State:	Zip:
Onsite Contact Name:		Contact Telephone #:	Approximate Amount of Time Needed*:	

* You must call and let us know when you are finished with the container at least 3 days in advance. After 10 days from delivery a \$15.00 charge is added for each additional day. ** DO NOT LOAD ABOVE THE SIDES OF CONTAINER. IF OVERLOADED CONTAINER WILL NOT BE PULLED UNTIL MADE LEVEL WITH SIDES.

2. Dumpster Type & Placement: THESE PRICE DO NOT INCLUDE THE \$40.00 DELIVERY FEE.

	Container Type	Charge:	Overload Charge:	For Office Use ONLY:		
	10 yard (1000 lbs include)	\$195.00	\$35 per 1000 lbs	Roll-off #:	Delivery Date:	Termination Date:
	15 yard (3000 lbs include)	\$225.00	\$35 per 1000 lbs	Roll-off #:	Delivery Date:	Termination Date:
	20 yard (4000 lbs include)	\$265.00	\$35 per 1000 lbs	Roll-off #:	Delivery Date:	Termination Date:
	30 yard (6000 lbs include)	\$330.00	\$35 per 1000 lbs	Roll-off #:	Delivery Date:	Termination Date:
	40 yard (8000 lbs include)	\$395.00	\$35 per 1000 lbs	Roll-off #:	Delivery Date:	Termination Date:

If the container is over 10 tons you will be subject to a \$80.00 penalty for trip fee.

Location of the dumpster at the job site and/or special instructions _____

WEIGHT:	TOTAL OVERLOAD CHARGE:	CHARGE DAYS PAST 2 WEEKS:	MISC.	TOTAL:
_____	+	_____	=	_____
	+	_____	+	_____

3. LIABILITY WAIVER: If I request that the container be placed on my private property, I release Vine Disposal, LLC of any liability in the event that a Vine Disposal, LLC vehicle servicing the container damages my property. Initials _____

4. OVERLOADING OF CONTAINER: I understand that a container is considered full when the material is leveled 5 inches from the top of the container. Initials _____

5. Billing Information: 3% Credit Card Processing Fee Will Be Added.

Person Responsible for Payment:	Payment Type:	Card Number:		
Billing Address:	Zip:	Exp:	Sec. Code:	

Commercial Businesses please provide the additional information below:

Accounts Payable Contact Name:	Telephone:	Email:
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The information above is true and correct to the best of my knowledge. I understand the payment is due Net 14 days and late charges of \$20.00 will be added if the account becomes past due. I agree to pay all charges incurred on this account. I agree to pay collection fees including attorney costs, etc. in the event this account becomes past due.

Responsible Party Signature _____

Date: _____

This Service Agreement ("Agreement"), together with the Terms and Conditions set forth herein, is a legally binding contract between Company and Customer.

TERMS AND CONDITIONS

SERVICES: Customer grants to Company the exclusive right to collect and dispose all of Customer's Waste Materials (as defined below). Company agrees to furnish such services and Equipment specified herein, in accordance with the terms and conditions of this Agreement. Changes in collection frequency and type of Equipment may be agreed to orally or in writing.

EQUIPMENT: All equipment furnished to Customer or used by Company ("Equipment") shall remain Company's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not encumber, make alterations to, move or allow others to move the Equipment without Company's approval. Customer shall not overload the Equipment (by weight or volume) and if Company is assessed an overweight fine. Customer shall reimburse Company for the costs of such fine. Customer shall pay an extra yardage and pickup fee for Waste Material not properly contained and any fees for contaminated recyclables. Customer shall maintain the Equipment and surrounding areas in a clean manner to enable Company to service the Equipment safely and efficiently. Customer shall secure the Equipment at all times to prevent unauthorized access and accepts sole responsibility for all losses and damage related to the Equipment, normal wear and tear excepted.

NON-HAZARDOUS WASTE ONLY: Customer represents and warrants that all materials to be collected by Company are nonhazardous solid waste and recyclables ("Waste Materials") and will not contain: (i) any hazardous, biohazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq, and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); or (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment ("Excluded Waste"). No items with freon such

as freezers, air conditioners, or refrigerators. Customer shall remove Excluded Waste from the Equipment or other property, but if such materials are not removed by Customer immediately then Company may arrange for lawful disposal at the sole cost and expense of Customer. Title to and liability for Excluded Waste shall at all times remain with Customer. Customer shall be responsible for all costs associated with Excluded Waste, including, but not limited to, handling, loading, preparing, exhuming, transporting, storing, and disposing of Excluded Waste and any materials contaminated therewith. Title to Waste Materials (as defined above) including any value received in connection therewith, shall vest with Company upon collection. Customer shall at its expense provide any requested chemical characterization of waste to be collected and provide prior notice of any changes in the waste characteristics or generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or recycling.

INDEMNITY. Customer shall defend, hold harmless and indemnify Company, its officers, directors, members, affiliates, employees, and representatives from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, reasonable investigation and legal expenses) resulting from the Customer's (or its employees', invitees' or subcontractors') negligence or misconduct, violation of law, use of Equipment or breach of this Agreement.

ACCESS. Customer shall provide unobstructed access to the Waste Materials on the day of collection. If such access is not provided then Customer will be notified and Company may make additional collection attempts, subject to "extra pick-up" or additional charges. Company shall be excused from providing service if precluded from doing so due to reasons beyond its control. All enclosures must meet Company's enclosure standards. Customer represents and warrants that any right-of-way used by Company to access the Equipment is sufficient to bear the weight of the Equipment and Company's vehicles. Company shall not be responsible for any damage to any curb, driveway or subsurface or enclosure.

CONSTRUCTION DEBRIS is bricks, concrete, clean coil, asphalt, rock, roofing shingles, root balls (tree stumps) building materials, sheet rock & demolition debris. Mixed loads containing contaminants (such as insulation, carpet, household garbage, etc) will be charged.

DO NOT DISPOSE OF THE FOLLOWING ITEMS IN THE CONTAINER: Toxic/hazardous wastes such as paint, oil, batteries, chemicals, TVs, computer monitors, computer parts, insecticides, herbicides, pesticides, cleaning supplies, propane tanks, asbestos, tires, or appliances containing a refrigerant. These items are designated as hazardous waste and have special handling requirements. If loads brought to landfill are found to contain these items, or any other Hazardous items, special handling fees may be assessed. Please call our office if you have questions about items that can and cannot be put in the container or for questions about the proper disposal of hazardous waste.

DO NOT OVERFILL THE CONTAINERS. A container is considered full when the waste material is 5 inches below the side rails of the container. If the container is overloaded, we cannot legally haul it until it is leveled off by the customer. A container is also considered overfull if materials are packed too tightly into the container. Heavy and/or overloaded containers pose serious safety concerns.

PLEASE DO NOT FILL THE CONTAINER ABOVE THE SIDE RAILS OR IT WILL BE LEFT THERE UNTIL IT IS LEVEL AND A DRIVE FEE WILL BE APPLIED.

CHARGES & PAYMENT. Customer agrees to pay all invoice charges within 10 days of the invoice date or the minimum period required by law if greater. If payment is not made when due, Customer agrees that Company may charge a late fee for which Customer is responsible in any amount up to the maximum amount allowed by applicable law. Company may suspend service or remove its Equipment if payment is late or for any other breach by Customer without prejudice to any of Company's other rights, and such suspension or removal shall not constitute termination of this Agreement unless Company so elects. Customer agrees that Company may charge, and Customer shall pay any suspension and reinstatement related fees, container exchange fees, relocation fees, fees for payments rejected due to non-sufficient funds, and any environmental, fuel, administrative and other fees included on Customer's invoice whether implemented at or subsequent to the inception of this Agreement. Company may, in its sole discretion, increase rates and fees to Customer for: (i) any new or change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Company's business; (ii) any increase in disposal or transportation costs; (iii) any increase in the Consumer Price Index or any successor index; (iv) weights of Waste Material being higher than those estimated; or (v) any change in the Company's fee or rate programs. In addition, Company may increase or impose additional rates and fees for reasons other than those set forth above upon prior written notice (which notice may be contained in an invoice) and consent by Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties including payment. Customer shall have conclusively agreed to any Change in Terms or any invoiced amounts upon the earlier of: (i) payment of the invoice; or (ii) failure of Customer to deliver a written objection within 30 days after the notice date. Customer acknowledges and agrees that any rate or fee assessed or increased is not represented to be an offset or pass-through of Company's costs, and that such rates or fees assessed or increased may actually reflect an amount for gross profit or margin.

RIGHT TO COMPETE. Customer grants Company the right to compete with any offer Customer receives relating to its waste service needs upon termination of this Agreement and shall give Company written notice of the same and a reasonable opportunity to respond.

DISPUTES, ARBITRATION, JURY TRIAL & CLASS ACTION WAIVER. Except for claims by Company for collection of its fees or indemnity or claims by Customer against Company for damage to real property or improvements thereon, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy arising between them (WHETHER RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction.

Customer acknowledges the service Company provides to it impacts interstate commerce and agrees that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provides adequate consideration therefor. Any action (including arbitration) by Customer against Company whether related to this Agreement or any prior Agreement, must be brought within 1 year of the date of any alleged wrongful act. Any proceedings shall be conducted in the location where services are rendered by Company to the Customer and governed by the laws of that state. Customer shall notify Company in writing of any alleged breach by Company of this Agreement and allow Company at least 10 days to cure the same. If any proceeding is brought by Company in connection with this Agreement Company shall be entitled to recover its legal fees and costs leading up to and incurred in that action in addition to any other relief to which it may be entitled. Company shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Company by Customer, regardless of the recovery sought. This paragraph and Customer's representations, warranties and indemnification shall survive termination of the Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Company and Customer agree that Company may change the preprinted terms and conditions of this Agreement in the future.

MISCELLANEOUS. Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL ARE EXPRESSLY DISCLAIMED.

If a conflict exists in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. This Agreement is binding on the parties and their successors and assigns, provided that Customer may not assign this Agreement without the prior written consent of Company. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions. This Agreement may be executed in counterparts and by electronic transmission.

EQUAL EMPLOYMENT. Exec. Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec.503 of the Rehabilitation Act of 1973, as amended, and Sec.61-250.10 and 61-300 (Vets-100A Reporting), Exec. Order13496 and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The parties agree to comply with the provisions of 29CFR part 471 and by the requirements of 41CFR60-741.5(a) as applicable.

I have read and agree to the following Terms and Conditions.

Signature _____

Date _____