

**Changing the Way You Think About Waste and Recycling!**

**Dumpster Order - Contractor**

Thank you for choosing Dem-Con Dumpsters, LLC ("Dem-Con")! We greatly value your business and want to confirm some important details about your upcoming service.

**Name of Company:**

**Terms and Conditions:** Dem-Con provides service solely under Dem-Con's Terms and Conditions, as they may be updated or modified from time to time. A box will not be delivered without your acknowledgement of and agreement to the Terms and Conditions.

**Release & Indemnity:** You hereby acknowledge and agree, on your own behalf and on behalf of the Company, that:

1. Dem-Con's delivery, and your possession and use, of the roll off dumpster box involves risks, including personal injury, death or property loss or damage to you, Company, the property owner and third parties, some of which are unforeseeable. You voluntarily assume all known and unknown risks relating to the roll off dumpster box during delivery, removal and throughout the term of your rental. You agree that you shall be responsible for any loss or damage to the box beyond reasonable wear and tear.
2. To the fullest extent permitted by law, you waive, release and agree not to sue Dem-Con in connection with claims and liability (including reasonable attorneys' fees) with respect to any personal injury, death or property loss or damage, caused or not caused by the negligence of Dem-Con (collectively, "Damages"), that may arise during delivery and removal of the roll off dumpster box and throughout the term of your rental, and you agree to indemnify and hold harmless Dem-Con from any such Damages.

By signing below, you are representing that you and the Company have permission of the property owner to have the roll off dumpster box placed at the Delivery Address.

By (Print Name): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms and Conditions

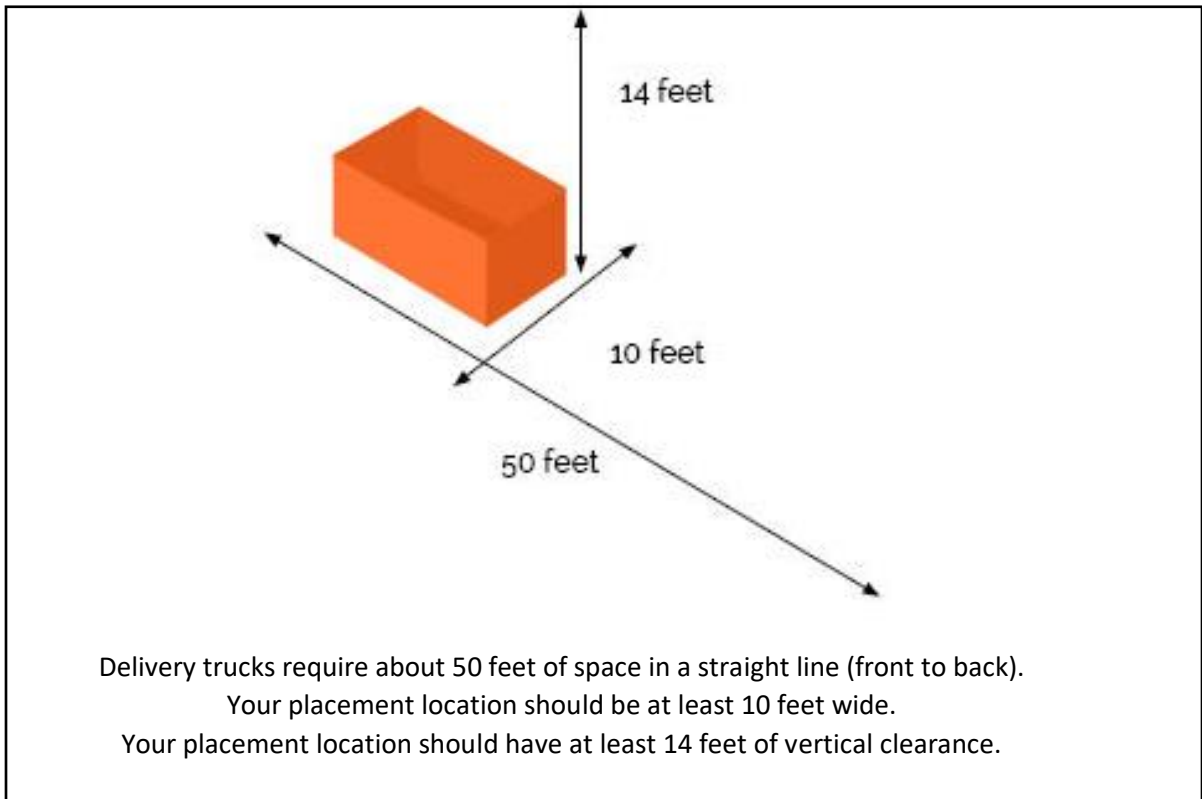
These Terms and Conditions are the sole terms under which Dem-Con Dumpsters, LLC (“Dem-Con”) provides roll-off dumpster rental services and apply to all rentals by any customer (“Customer”) with notice of these terms, however gained, including the use of Dem-Con’s website. These Terms and Conditions, together with those contained in any Dumpster Order, constitute the entire agreement (“Agreement”) between Customer and Dem-Con related to the rental of the dumpster(s) specified in such Dumpster Order. No terms which are in any manner whatsoever additional to or different from those set forth herein shall become a part of or in any way alter the Agreement without the express written consent of Dem-Con.

### **Rental Period:**

- 10 days unless otherwise noted when order is completed.

### **Delivery and Pick-Up:**

- Clear access to the dumpster for the purposes of loading and unloading is required (see diagram).
- Any blocked dumpster is subject to a fee.



**Container Loading Information:**

- Customer agrees to load dumpsters evenly. Customer agrees not to load dumpsters above rim of box.
- Customer agrees not to overload the dumpster. Overweight dumpsters are subject to a fee per ton.
- All costs from fines, excess landfill charges, or any improperly loaded container rests solely upon Customer.

**Unacceptable Items:**

- **As defined by local, county, state, or federal regulation, these items are not acceptable in any dumpster and are subject to extra charge.**

**UNACCEPTABLE MATERIALS**

- Lithium batteries
- Hazardous waste
- Fluorescent bulbs
  - Liquid
- Fuel/propane tanks
  - \*Asbestos
  - \*Burnt material
- \*Yard waste/brush/leaves

(\* ) These materials are accepted with prior planning and proper paperwork.

#### **ITEMS INCURRING ADDITIONAL CHARGES**

- Appliances
  - Electronics
  - Televisions
  - Furnitures (W/ fabric and springs)
    - Mattresses
    - Box springs
      - Tires
  - Motorized Equipment
    - Batteries
- Any and all charges accrued by unacceptable items will be charged to Customer's account.

#### **Payment:**

- State and County ordinances require Dem-Con to charge Solid Waste Management Tax (SWMT) and a Solid Waste Management Fee or County Environmental Charges (CEC) based on the County in which Customer is located and the type of material that Customer is disposing of. These charges vary by County.
- Customer hereby authorizes Dem-Con to charge to Customer's original form of payment without additional signatures provided any additional fees noted in these Terms and Conditions, including but not limited to blocked dumpster feeds, permit fees, fines, overweight charges, and fees related to unacceptable items.
- If Customer is late in making a payment, Dem-Con may, without affecting any other rights or remedies, cancel the Dumpster Order, suspend delivery, reject future orders, and/or charge a late payment fee, from the due date until paid, at the rate of one and half percent (1.5%) per month or such lesser amount as is the maximum rate allowed by law. Customer shall pay any and all reasonable costs, including attorneys' fees, incurred by Dem-Con in collecting any delinquent balance.