



TERMS & CONDITIONS

CONTAINER CONTENTS & RULES

Nothing over 6' in length. No Rubble (shingles, concrete, rock, brick, sod, dirt, stumps, railroad ties etc) without prior permission. If there are items in the container that are assessed additional fees at the Transfer Station you are responsible for those additional fees. Unless other arrangements have been made prior to service, the price includes a 30 day dumpster rental - if you keep the dumpster beyond 30 days, an additional fee of \$10 a day will apply with a maximum extension period of 30 days. At the end of the 30 day extension period we will service the dumpster and can return it for the initial price. The container will NOT be picked up automatically. It is your responsibility to give our office a 24-48 hours notice when you would like the container to be picked up. The container may NOT be move from the delivery location. We will do our best to place your container in a convenient and safe space. Moving containers causes damage to the underside. If any damage occurs to the container, you are responsible for the cost of repair.

WASTE MATERIALS

Customer warrants that the waste materials delivered to Rocky Mountain Dumpsters LLC (hereafter referred to as RMD) hereunder will not contain any hazardous, toxic or radioactive wastes or substances as defined by federal, state, local or provincial laws or regulations. This includes, but is not limited to: ELECTRONICS, BATTERIES, GASOLINE, OIL, OIL FILTERS, LIQUIDS, ASBESTOS MATERIALS, SPRAY CANS, DRUMS, BARRELS, APPLIANCES, TIRES, HAZARDOUS MATERIALS, CHEMICALS, FERTILIZERS, PAINT, POISONS, RADIOACTIVE WASTE, SOLVENTS, TOXIC LIQUIDS, TOXIC ANYTHING. ANY TIRES FOUND IN THE CONTAINER, SHALL BE CHARGED BACK TO THE CUSTOMER AT THE RATE OF \$30.00 PER/TIRE. Approved contents for our dumpsters include: construction debris, general trash, household cleanup and yard waste. The following items are permitted in limited quantities with special permission. Call us for details and cost for additional tonnage: dirt, rock, concrete, brick, sod, shingles, asphalt, and Lathe plaster.

OVERLOADING CONTAINER

If the container is overloaded, both by having the contents of the container projecting over the top or by exceeding the legal weight limits, then the Customer shall be charged an \$100.00 trip charge and the container shall NOT be serviced. Only after the Customer levels / lightens the load shall RMD service the container. If the container is blocked, obstructed or if RMD is unable to service the container because of mud, then the Customer shall be charged an \$100.00 trip charge. If the container is burned while on the Customer's premises, then the Customer shall be charged for the cost of repairing the container. 18 yard containers have a 3 ton (6,000 lbs) weight limit. 30 yard containers have a 5 ton (10,000 lbs) weight limit. Heavy materials such as dirt, rock, concrete, brick, sod, shingles, lathe plaster and asphalt should not fill the container over 16 inches from the bottom. If you are loading heavy material such as dirt, rock, concrete, brick, sod, shingles, lathe plaster and asphalt you must contact us for instructions on loading. All overweight loads will be charged \$50 a ton over weight limit. All materials must be inside the container, NOTHING over the top of container. By law we are required to tarp each load for transport. All materials that exceed the top of container must be removed. We cannot pick up a container that is over full. You will be responsible for removing excess and an \$100.00 return trip fee will be charged to return and pick-up container.

DAMAGE

I understand that RMD is not responsible for cracked or damaged driveways resulting from the weight of RMD trucks, trailers, containers, and or other equipment.

PAYMENT

Payment shall be received before container delivery, except for C.O.D or when other arraignments have been made. Any overage fees or fines shall be paid within 10 days after the receipt of the invoice from RMD LLC. If payment is not made within 10 days there will be finance charge of 2.5% per month added to the bill. RMD shall also reserve the right to suspend service and remove equipment. Contents in removed equipment may be unloaded at Customers service site and shall have to be disposed of by Customer at their own expense.

CUSTOMER RESPONSIBILITIES AND LIABILITY

The container shall be in the possession of the Customer. Customer shall be responsible to keep the container in good condition and safekeeping. Customer accepts responsibility for all loss and damaged equipment except for normal wear and tear and /or when employees of RMD are handling equipment. Customer agrees to defend, indemnify and hold harmless RMD from and against all claims, losses, causes of action, suits, demands and liability of every kind including but not limited to, any loss or damage to property (including but not limited to damage to any pavement resulting from the weight of RMD trucks, containers and or other equipment), and/or any injury or death to any person or persons resulting from or arising out of customers use, operation, and/or possession of RMD trucks, containers and/or other equipment furnished. It is the express intention of the parties hereto, both RMD and customer, that this defense and indemnity protects and indemnifies RMD from the consequences of RMD own negligence, strict liability and/or gross negligence whether said negligence, strict liability and / or gross negligence is the sole or a concurring cause of the alleged injury, death or damages.

DEFINITION OF EQUIPMENT

The term "equipment" as used herein shall mean all equipment furnished by RMD in providing the services as specified on this agreement. All equipment furnished by RMD which Customer has not purchased, shall remain the property of RMD and Customer shall have no right, title or interest in the equipment.

ATTORNEY'S FEES

In the event of a breach of this agreement by the Customer, the Customer shall pay all reasonable attorneys' fees, collection fees and the cost of RMD incident to any action brought to enforce this agreement.

ASSIGNMENT AND BENEFIT

This agreement shall be binding on the parties and their successors.

By signing this agreement, I accept the above Terms and Conditions and acknowledge that I fully understand that I am responsible for any and all fines and or citations received by Rocky Mountain Dumpsters LLC as to the result of the container that was removed from my property or jobsite.

Customer Printed Name

Customer Signature

Date