

# Tank's Roll Off and Recycling

## Waste & Disposal Services Agreement

### SERVICE TERMS AND CONDITIONS

This Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and entered into from and after the date hereof (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date by and between the Customer named herein, whose signature is attached hereto, and who is referred to herein as ("the Customer") and Tank's Roll Off and Recycling /The Fairfax Companies referred to herein as ("the Company").

- **SERVICE:** The Customer and the Company acknowledge this is a service contract and at no time is the container provided as part of the contracted services considered a rental or leased property. Never does possession of the container provided as part of this Service Contract become the possession of the Customer. All "Containers" are included as a part of a service for the removal of waste and transportation of waste materials. At no time does this agreement transfer control or ownership of any container or its contents to the Customer or property owner where a Container is placed as part of the service request. All materials, items, waste, or products placed into the roll off container become the property of the Company. No scavenging or removal of waste from the Container is permitted under this service agreement.
- **SERVICE TERM:** Typically 7-10 days, no more than 14 days without additional service charges. Containers are available for temporary or long term services. Contact a sales representative for more details. The "Service Term" begins when the roll off container is placed at Customer's designated service location. The "Service Term" ends 14 days from the beginning of the "Service Term" or upon Customer's requested removal from the service location. When a roll off container is exchanged for a new container, a new "Service Term" begins and customer will be charged at the standard Service rate.
- **SERVICE FEE:** The "Services fee" includes delivery and pick up. Landfill fees and Additional Service Fees are charged separately. There are no "Fuel Surcharges" or "Administrative Fees". City, county, and state taxes may apply as well as environmental fees, which will be itemized on your invoice. The "Service Fee" is charged at the time the order is placed. "Landfill Fees" are charged on the day the container is removed from Customer's location and the contents are weighed. Payment terms on established Credit Accounts after credit check are net-30 days.
- **ADDITIONAL SERVICE FEES:** Accounts with containers not removed prior to the initial 14 day "Service Term" will be charged an additional daily Service fee of \$20 per day for each day the Container is kept over the 14 day "Service Term". The Customer may call prior to the termination of the 14 day "Service Term" to request an extension of the Service Term. Extensions or "Rollovers" will be charged an additional Service Fee equal to the amount of the initial Service Fee and will have a one additional Service Term in which to load the container.
- **LANDFILL FEES:** Waste placed into the roll off container by Customer will be charged a Fairfax Companies' "Landfill Fee" of \$28 per ton, with a minimum "Landfill Fee" of \$15. "Landfill Fees" will be charged the day the container is removed from the drop off location. Whenever possible, materials will be disposed of at a Fairfax Companies' facility at \$28/ton. Materials disposed at landfills *not* owned or operated by The Fairfax Companies are considered "Outside Landfills". When "Outside Landfills" are used for Customer's Waste Disposal, "Outside Landfill" tipping fees will apply.
- **TRIP CHARGE:** A "Trip Charge" of \$75/hour is charged when service is scheduled by the customer and our driver is unable to complete the service due to container being blocked, overweight, filled above the sides, door not secured, site conditions, etc. The Customer is responsible for making sure the location is accessible and free of obstruction for Container removal and the Container is loaded properly.
- **OUTSIDE SERVICE AREA:** Delivery to locations outside the Service Area may be subject to increased Service Fees.
- **CONTAINER RELOCATION:** After initial delivery, scheduling additional trips to move or relocate the container will be charged at a rate of \$75 per hour. Rates may increase based on geographic location.
- **CANCELATION FEE:** A "Cancellation Fee" of \$75 may be applied to the Customer who cancels or changes their order less than 24 hours prior to delivery of Container.
- **DELINQUENT ACCOUNTS:** A \$40.00 late fee will be assessed for any invoices over 30 days due and an interest charge of 22% APR will be applied to the entire unpaid account balance. Accounts 60 days past due will have their account suspended and an additional delinquent fee will be charged in the amount of \$100 and an interest charge of 22% APR applied to the entire unpaid balance. Landfill discounts will also be removed and the posted per ton gate rate will be applied when the Customer account is 30 days or more past due.

- **COLLECTIONS:** Accounts will be closed and sent to collections when 90 days or more past due. Customer agrees to pay all legal fees incurred to collect any outstanding balances from the Customer's account.
- **ACCESS:** 40 feet of straight access is needed to deliver and pick up the 15 yard mini containers and 70 feet of unobstructed access for 20, 30, and 40 yard containers. Clearance of a minimum 30 feet high is needed to service containers.
- **LOADING:** All debris should be spread evenly from front to back and side to side and cannot be higher than the sides of the Container. Do not overload containers. A fee will be charged for overloaded Containers and the material may be emptied at Customer Location. The reloading of the container will be the responsibility of the Customer as well as any expenses incurred by customer to reload the container properly. A "Trip Charge" may apply; see "Trip Charge."
- **DOOR:** The door of the container must be closed and secured properly prior to relocation or removal of the Container.
- **INERT MATERIALS:** If rock, concrete, brick, gravel or dirt is placed in the roll-off, only fill container 1/4 full. Refer to "Container Specifications" in Addendum 1.
- **ROOFING DEBRIS:** If roofing debris is placed in the roll-off, only fill the container 1/2 full. Refer to "Container Specifications" in Addendum 1.
- **NOTICE:** A minimum of 24 hours notice is needed to schedule a roll-off delivery, exchange, or removal. The Company will attempt to service each account within 24 hours of notification by customer. Calls received on Friday may not be serviced until the following Monday.
- **PERMITS:** Street Use Permit: For those who intend to place a Container on a right-of-way or public street, an official street use permit may be required from the governing municipality. Call your local municipality for more information.
- **WEIGHT OVER-LIMIT:** Each container has a maximum legal road weight limit. There will be a \$50 over-limit fee for each ton, up to three tons and a \$200 over-limit fee for four tons and over. Refer to addendum 1 for maximum legal road weight limit for each container.
- **CONTAINER DAMAGE FEE:** Customer agrees to load the Container properly and in such a way as not to cause damage to the Container. Damaged Containers will be charged a "Container Damage Fee". The "Container Damage Fee" will depend upon repair estimates. Photographs and supporting documentation will be provided to Customer in the event damage to the Container is upon a post service inspection. The Company's mechanic will provide the repair estimate. Containers are inspected prior to delivery and any existing damage is noted in driver's log and provided to Customer upon request. The following is considered Damage and subject to the "Container Damage Fee": graffiti, holes punched through floor or sides, bent or damaged doors, bent or damaged hinges, fire damage, damaged top and side rails, damaged ladder, and damaged or inoperable rollers. In addition: large scrapes, dents in the sidewalls, damage to the floor, outside paint, decals may be subject to the "Container Damage Fee". To avoid damaging the container refer to proper loading instructions in addendum 1.

By Signing below the "Customer" agrees to any and all provisions in this Service Terms and Conditions Agreement.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Effective Date

# **TANK'S ROLL OFF and RECYCLING**

## **Waste & Disposal Services Agreement**

### **Addendum 1**

### **Container Specifications**

#### **15 Cubic Yard Container**

**15 yard "mini" containers** are a perfect solution when space is limited. They are favored by homeowners, businesses, and contractors for small scale renovations, cleanups, junk removal and landscaping projects. A Mini 15-yard roll-off container is perfect for garage and homeowner clean-ups because the 5' allows for loading over the side walls and holds about 7 pick-up truck loads of material.

**The dimensions of a Mini 15-yard container are** 14 feet long, 8 feet wide by 5 feet high. The "footprint" for a Mini 15-yard container is smaller than other containers making it perfect for residential remodels or yard clean ups. The container will typically fit in a standard residential driveway or a large garage, however, only if the street access is adequate. Our mini roll-off delivery truck requires a clear area with 40 feet of straight access to perform the service. Small quantities of Inert materials such as concrete, dirt, sand, brick, etc. are allowed in the 15-yard container, but typically these materials will maximize the weight limits when the container is 1/4 full. Exceeding this volume would create an unlawful overweight situation. Call one of our Customer Service Representatives at **(520) 290-1421** prior to choosing a container size.

**Maximum legal road weight limit is 4 tons or 8,000 pounds.**

#### **20 Cubic Yard Container**

**The Dimensions of a 20 yard container** are 22ft long, 8 ft wide and 4 ft high This is used for heavier debris such as brick, dirt or concrete because the container does not weigh as much as a 30+ yard container.

Inert Materials: Small quantities of inert materials such as concrete, dirt, sand, brick, etc. are allowed in the 20-yard dumpsters, although the amount must not make the overall weight exceed the legal road limit. Call a Tank's Roll-Off Customer Representative for more information.

**Maximum legal road weight limit is 10 tons or 20,000 pounds.**

#### **30 Cubic Yard Container**

**The Dimensions of a 30 yard container** are 22 ft long, 8 ft wide and 6 ft high. This is the most commonly used size for construction debris removal.

Inert Materials: Small quantities of inert materials such as concrete, dirt, sand, brick, etc. are allowed in the 30-yard dumpsters, although the amount must not make the overall weight exceed the legal road limit. Ask a Tank's Roll-Off Customer Representative for more information.

**Maximum legal road weight limit is 10 tons or 20,000 pounds.**

#### **40 Cubic Yard Container**

**The 40-yard container is perfect for larger construction jobs and large clean ups.**

**The dimensions of a 40-yard container are** 22 feet long by 8 feet wide by 8 feet high. The container will typically fit in a standard residential driveway, however, only if the street access is adequate. Please call a Tank's Roll-off customer service representative to discuss access to your location.

Inert Materials: Small quantities of inert materials such as concrete, dirt, sand, brick, etc. are allowed in the 40-yard containers, although the amount must not make the overall weight exceed the legal road limit. Ask a Tank's Roll-Off Customer Representative for more information.

**Maximum legal road weight limit is 10 tons or 20,000 pounds.**

**Acceptable waste materials include:** All types of non-hazardous construction, demolition, recyclable, and landscape materials. Materials such as wood, metal, and plastic, drywall, green waste, roofing, cardboard, and appliances are acceptable waste materials. See website for full list of acceptable wastes.

**Prices and dimensions of containers:**

| Container size | Dimensions       | Price for delivery | Landfill fees                       |
|----------------|------------------|--------------------|-------------------------------------|
| 15 yard “mini” | 14’L x 8’W x 5’T | \$190 + tax        | \$28/ton - 1 <sup>st</sup> Ton Free |
| 20 yard        | 22’L x 8’W x 4’T | \$215 + tax        | \$28/ton - 1 <sup>st</sup> Ton Free |
| 30 yard        | 22’L x 8’W x 6’T | \$240 + tax        | \$28/ton - 1 <sup>st</sup> Ton Free |
| 40 yard        | 22’L x 8’W x 8’T | \$290 + tax        | \$28/ton - 1 <sup>st</sup> Ton Free |

**PROHIBITED WASTE MATERIALS**

**The following is a partial list of Prohibited Waste Materials**

*(not accepted at any location under any circumstance, see exceptions with add'l fees below)*

- Household garbage
- Manure\* (*see Special Waste below*)
- Biohazards (*hospital waste*)
- Containers (*toxic or hazardous materials*)
- Liquids and sludge
- Fly ash
- Dead animals

**Hazardous wastes including:**

- Asbestos tiles
- Pesticides
- Herbicides
- Non latex paints
- Explosives / Ammunition
- Automobile parts, engines, bodies, etc.
- Batteries
- Upholstered furniture (additional fee of \$15 per piece)
- Mattresses (additional fee of \$15 per mattress)
- Carpet (additional fee of \$15 per roll)
- Telephone poles, Railroad ties
- Pressurized containers
- Fluorescent bulbs/lamps
- Radioactive materials

**SPECIAL WASTE:** Prior arrangements can be made to haul loads of prohibited waste materials (\*including animal manure) or tires to landfills that are permitted to accept the specified Special Waste. All loads must be accompanied by a manifest document, which is provided by the customer to the Company prior to pick up. Additional Fees may apply. Please call the Customer Service Department for information and rates at **(520) 290-1421**.

**LEED DOCUMENTATION ASSISTANCE AVAILABLE**

Prior arrangements can be made to provide builders with documentation for point compliance with the USGBC (United States Green Building Council) LEED (Leadership in Energy and Environmental Design) Program. We will provide documentation stating what percentage of each load dumped is recycled as well as a facility wide diversion document.

## Questions? WHAT IF???

---

- How do I change or cancel an order?

All changes must occur 24 hours in advance. Any orders cancelled may incur a cancellation fee; as terms and conditions apply.

- What if I need to keep my container longer/have it removed sooner?

Please note all changes to your order must occur at least one business day in advance to allow for processing, as terms and conditions apply. There is an additional charge for keeping the container longer than designated in your order.

- Will it damage my new driveway?

We strongly recommend that the customer protect any surface where the roll-off is going to be placed with a **4' x 8' sheet of plywood**. **Customer affirms that any right-of-way** provided by customer (disclosed in delivery questions) for the roll-off container is sufficient to bear the weight of all contractors' equipment and vehicles required to perform the contracted service. The customer assumes all liabilities for damages to private driving surfaces, pavement or road surfaces and entire container placement site. The contractor shall not be responsible for any damages to any private driving surface, pavement or accompanying subsurface of any route associated to perform the service that was contracted.

- Can I put the container on the street?

Please check with your local municipality. Permits may be required.

- How large of a space do I need for the container/for delivery?

Please refer to the container dimensions listed below. It is recommended to provide space to accommodate double the amount of the width and height of the container to assure adequate height and space clearance.

- What are the unacceptable materials items for roll-off containers?

Hazardous waste, dirt, industrial waste, chemical products, oil filters, herbicides & pesticides, radioactive material, solvents, paint (except completely dried latex paint cans, no liquids), other flammable liquids, aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil/oil filters, contaminated oils (mixed with solvents, gasoline, etc.), antifreeze, appliances, petroleum-contaminated soil/lead paint chips, tires, batteries, computers, monitors, televisions, microwaves, fluorescent tubes, railroad ties, medical waste, asbestos, animals, barrels, all liquids. Material must be level at the top of the container; nothing can be sticking out of the top. Additional requirements may apply based upon locality. Liability for appropriate waste remains with the customer as agreed to in the terms and conditions.

## Placing an Order

---

- What if I need a larger container?

Please review container sizes for assistance in confirming the best-sized container to fit your needs.

- How far in advance do I need to order?

When ordering online you will see available dates displayed on the calendar. All online orders must occur at least one business day in advance to allow for processing, as terms and conditions apply. Please note there is no guaranteed delivery time, so if a container is needed first thing in the morning delivery should be scheduled for the day prior.

- Is service available 24 hours?

Online orders may be 24 hours, however, all online orders must occur at least one business day in advance to allow for processing, as terms and conditions apply. A customer service representative will contact you to confirm your order.

- What if I need an extra haul?

Extra hauls will be charged at the full initial quoted amount for a second time for an additional haul.

- What if the driver comes for delivery or removal and I am not ready for the container to be dropped or removed?

Please note extra trip charges will incur a supplementary cost of \$75 per hour per visit from the initial quote.

- Is it necessary for someone to be there when they deliver or remove my container?

It is not necessary to have someone onsite for delivery or removal of the container. However, please be as specific as possible when answering the delivery questions, as the driver will use their best judgment and place the container in the safest accessible area when delivering the container. If an onsite contact is not available for delivery, you will be responsible for all charges involved with relocation of the dumpster should it be necessary. For removal; customer agrees to provide unobstructed access to the equipment on the scheduled pick-up day; if equipment is inaccessible customer is subject to additional pick-up charges, as terms and conditions apply.

- Will I be billed for extra weight?

Yes, if your tonnage is more than the allowed weight described in the Container Description page you may be charged overweight charges and/or extra trip fee. The container may need to be partially emptied to allow for legal transportation of the waste.

## Payments

---

- What are my payment options?

We accept the following credit cards: American Express, MasterCard, Visa, and Discover.

- What does the price include?

The price includes a one-time delivery and pick-up for selected container size. Landfill tipping fees (and Environmental fees) are additional and are billed separately.