

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 The Fairfax Companies dba Tank's Roll off and Recycling, referred to herein as ("the Company").

1. **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.
2. **SERVICE TERM:** The "Service Term" begins when the Container is placed at the Customer's specified service location. The "Service Term" ends 14 calendar days from the beginning of the "Service Term" or upon the Customer's requested removal from the service location. When the Container is exchanged for a new Container, a new "Service Term" begins and the Customer will be charged at the standard Service rate, referred to as (the "Service fee").
3. **SERVICE FEE:** The "Service fee" includes delivery, pick up and disposal of a tonnage set by the Company. Any waste materials weighing over the included tonnage will be charged additional "Landfill Fees" (5) based on allowed tonnage of the Container provided (Addendum 1). Landfill weight tickets will be provided at the Customer's request. There are no "Fuel Surcharges" or "Administrative Fees". City, county, state taxes (when applicable) and a \$.50 (Fifty Cents) per ton environmental fees will be included in the per ton fee on the invoice provided to the Customer upon service completion. The "Service Fee" is charged on the day the order is placed or service completion when applicable. Additional "Landfill Fees" (when applicable) (5) is charged on the day the Container is removed from the Customer's service address. Payment terms on established Credit Accounts are net-30 days.
4. **ADDITIONAL SERVICE FEES:** Accounts with Containers not removed prior to the initial 14-day "Service Term" (2) will be charged an additional Service fee of \$20.00 (Twenty Dollars) per day for each calendar day the Container is kept over the 14-day "Service Term". The Customer may call to request an extension of the "Service Term". Extensions, referred to as (the "Roll Over"), will be charged an Additional Service Fee of \$250.00 (Two Hundred and Fifty Dollars) on the day the Customer requests the "Roll Over". The Customer will have upon payment a one additional 14-day "Service Term" starting from the day after the end of the current "Service Term" in which to load the container.
5. **LANDFILL FEES:** Acceptable Waste Materials (Addendum 2 (1)) placed into the Container weighing over the included tonnage will be charged a "Landfill Fee" of \$30.50 (Thirty Dollars and Fifty Cents) per ton up to the maximum tonnage of the Container (Addendum 1). "Landfill Fee" will be charged the day the Container is removed from the Customer's service address.
 - 5.1. Materials will be disposed of at a Fairfax Companies' facility at \$30.50 (Thirty Dollars and Fifty Cents) per ton up to the maximum tonnage of the Container (Addendum 1).
 - 5.1.1. "Acceptable Prohibited Waste" loaded into the Container will be charged at a fee set by the Company (Addendum 2 (1)). The Customer will be charged per item and/or per the amount loaded. The Customer will be charged the fee based on the inspection performed by the Company on the day the debris is brought into a Fairfax Companies facility.
 - 5.2. Materials disposed at landfills not owned or operated by The Fairfax Companies are considered "Outside Landfills". When the "Outside Landfill" is used for Customer's Waste Disposal, a "Outside Landfill" tipping fee of \$40.00 (Forty Dollars) per ton will apply for weight over the included tonnage up to the maximum tonnage of the Container (Addendum 1) and the Customer will be charged a "Trip Charge" (6) set by the Company.
 - 5.2.1. "Hazardous waste" (Addendum 2 (2)) found in the Container taken to a landfill owned and/or operated by The Fairfax Companies will be returned to the Container and taken to the "Outside Landfill". The Customer is liable for the material loaded into the Container and will be charged the "Trip Charge" (6) set by the Company.
6. **TRIP CHARGE:** A "Trip Charge" of \$100.00 (One Hundred Dollars) per hour is charged when service is scheduled by the Customer and the Company is unable to complete the service due to the Container is being blocked, overweight, filled above the sides, door not secured, site conditions, etc. The Customer is responsible for ensuring the location is accessible and free of obstruction for the Container removal and the Container loading procedure (13).
7. **OUTSIDE SERVICE AREA:** Delivery to locations outside the "Service Area" may be subject to increased "Service Fees" set by the Company. The Company sets a reasonable fee based on the geographical location and time required to do the service.
8. **CONTAINER RELOCATION:** After initial delivery to the service location to schedule additional trips to move and/or relocate the Container the Customer will be charged at a rate of \$100.00 (One Hundred Dollars) per hour. Rates may vary based on the geographic location.
9. **CANCELTION FEE:** A "Cancellation Fee" of \$75.00 (Seventy-Five Dollars) may be applied to the Customer in the event of cancellation or change to the order less than 24 hours prior to delivery of Container.
10. **DELINQUENT ACCOUNTS:** A \$40.00 (Forty Dollars) late fee will be assessed for any invoices over 30 (Thirty) calendar days due and an interest charge of 22% APR will be applied to the entire unpaid account balance. Accounts 60 (Sixty) calendar days past due will have their account suspended and an additional delinquent fee will be charged in the amount of \$100.00 (One Hundred Dollars) and

an interest charge of 22% APR applied to the entire unpaid balance. Landfill discounts will be removed and the posted per ton gate rate will be applied when the Customer account is 30 calendar days or more past due.

11. **COLLECTIONS:** Accounts will be closed and sent to collections when 90 (Ninety) calendar days or more past due. The Customer agrees to pay all legal fees incurred to collect any outstanding balances from the Customer's account.
12. **ACCESS: 40 feet of straight access is needed to deliver and pick up the 15-yard 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 the Containers.**
13. **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. The Customer is liable for overloading the Container and the Company may empty the material at the Customer's service address to avoid damage to the Container. The reloading of the container will be the responsibility of the Customer and the Company is not responsible for any expenses incurred by the Customer to reload the Container to fit the guidelines set by the Company. The Customer will be charged a "Trip Charge" (6) if the Customer did not take reasonable care in loading the Container.
14. **DOOR:** The door of the Container must be closed and secured properly prior to relocation or removal of the Container.
15. **INERT MATERIALS:** If rock, concrete, brick, gravel or dirt is placed in the Container the Customer may fill container 1/4 full maximum ("Container Specifications" Addendum 1).
16. **ROOFING DEBRIS:** If roofing debris is placed in the Container the Customer must fill the container 1/2 full maximum ("Container Specifications" Addendum 1).
17. **NOTICE:** A minimum of 24 hours' notice is required to schedule the Container delivery, exchange, and/or removal. The Company will attempt to service each account within 24 hours of notification by the Customer. Calls received at the end of the business week may not be serviced and/or returned until the following business hours.
18. **PERMITS:** 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. The Customer must contact the local municipality for additional information.
19. **WEIGHT OVER-LIMIT:** Each container has a maximum legal road weight limit (Addendum 1). There will be a \$50.00 (Fifty Dollars) over-limit fee for each ton up to three tons and a \$200.00 (Two Hundred Dollars) per each ton over-limit fee past three tons and over (Addendum 1).
20. **CONTAINER DAMAGE FEE:** The Customer agrees to load the Container to the specifications set by the Company (13) and with reasonable care 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 the Customer in the event of damage to the Container upon a post service inspection. The Company will provide the repair estimate set by a certified mechanic. The Container is inspected prior to delivery and any existing damage is recorded and provided by the Company to the Customer upon request.
 - 20.1. 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 (Addendum 1).
21. **DAMAGE FEES:** The Company agrees to follow proper loading procedures when servicing the Container at the service address. The Company accepts liability for temporary, semi-permanent, and permanent damage caused to any object and surface area when the service was performed with negligence and agrees to cover "Damage Fees". The "Damage Fees" will depend upon repair estimates. Photographs and supporting documentation will be provided to the Customer in the event of damage to any object and surface area at the service address or its immediate vicinity upon a post service inspection. The Company will provide the repair estimate set by a 3rd party contracting company. The Container is inspected prior to delivery and any existing damage is recorded and provided by the Company to the Customer upon request.
 - 21.1. In the event the Container is placed to Customer specifications and the Company took reasonable care in informing the Customer of potential damage the Company is not liable for any temporary, semi-permanent and permanent damage caused to any object and surface area at the service address or its immediate vicinity.

By Signing below, or clicking the online box verifying customer has read The Service Terms and Conditions, the Customer agrees to all provisions in this Service Terms and Conditions Agreement.

Customer Signature

Date

Customer Name

Company Name (If Applicable)

TANK'S ROLL OFF and RECYCLING

Waste & Disposal Services Agreement

Addendum 1

Prices and dimensions of containers:

Container size	Dimensions	Service Fee	Additional Landfill fees
15-yard "mini"	12'L x 8'W x 5'T	\$356.53 includes tax	4 tons included
20-yard	22'L x 8'W x 4'T	\$383.71 includes tax	\$30.50/ton over 5 tons
30-yard	22'L x 8'W x 6'T	\$410.88 includes tax	\$30.50/ton over 5 tons
40-yard	22'L x 8'W x 8'T	\$465.33 includes tax	\$30.50/ton over 5 tons

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 12-14 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 (www.thefairfaxcompanies.com) for a full list of acceptable wastes.

PROHIBITED WASTE MATERIALS

1. The following is a list of items accepted for a fee per item only at the Speedway Facility owned by The Fairfax Companies at the address 7301 East Speedway Boulevard, Tucson, AZ, 85710:

- Appliance (refrigerator, washer, dryer, etc.) **\$15.00/per item**
- Electronics (computers, stereos, etc.) **\$10.00/per item**
- TV's and monitors **\$20.00/per item**
- Rail road tie **\$5.00/per item**
- Mattress **\$15.00/per item**
- Upholstered furniture with stuffing/padding **\$15.00/per item**
- Tires – with/out rim **\$15.00/\$10.00/per item**
- Household garbage (food items, etc.) **\$20.00/per bag** (may vary on inspection)

2. The following is a partial list of items not accepted at any location under any circumstance:

Manure, biohazards (hospital waste), containers (toxic or hazardous materials), liquids and sludge, fly ash, animals, asbestos tiles, pesticides, herbicides, non-latex paints, explosives and ammunition, automobile parts (engines, bodies, etc.), batteries, pressurized containers, fluorescent bulbs/lamps, radioactive materials, industrial waste, chemical products, oil filters, solvents, any flammable liquids, aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil and oil filters, contaminated oil (mixed with solvents, gasoline, etc.), antifreeze, petroleum-contaminated soil/lead paint chips, barrels.

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 prohibited waste materials. 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: Prior arrangements can be made to provide the Customer with documentation for point compliance with the USGBC (United States Green Building Council) LEED (Leadership in Energy and Environmental Design) Program. The Company will provide the documentation displaying what percentage of each load is recycled and the facility wide diversion document.

FAQ

- 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 (Addendum 1). 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?

Please refer to the Prohibited Waste list (Addendum 1 (2)). Manure, biohazards (hospital waste), containers (toxic or hazardous materials), liquids and sludge, fly ash, animals, asbestos tiles, pesticides, herbicides, non-latex paints, explosives and ammunition, automobile parts (engines, bodies, etc.), batteries, pressurized containers, fluorescent bulbs/lamps, radioactive materials, industrial waste, chemical products, oil filters, herbicides and pesticides, solvents, any flammable liquids, aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil and oil filters, contaminated oil (mixed with solvents, gasoline, etc.), antifreeze, petroleum-contaminated soil/lead paint chips, barrels.

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 \$100 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 and up to 4/5 tons of acceptable waste materials. Landfill tipping fees (and Environmental fees) are additional and are billed separately at time of pick up.