

## COMMERCIAL TEMPORARY ROLL-OFF TERMS AND CONDITIONS

### Select:

- |                          |                             |  |
|--------------------------|-----------------------------|--|
| <input type="checkbox"/> | 15 Yard                     | \$ 277.00 (includes delivery, up to 3 tons of debris-max. 5 tons)  |
| <input type="checkbox"/> | 15 Yard Minimum Zone Rate * | \$ 327.00 (includes delivery, up to 3 tons of debris-max. 5 tons)  |
| <input type="checkbox"/> | 40 Yard                     | \$ 377.00 (includes delivery, up to 5 tons of debris-max. 10 tons) |
| <input type="checkbox"/> | 40 Yard Minimum Zone Rate * | \$ 427.00 (includes delivery, up to 5 tons of debris-max. 10 tons) |

\*Zone (degree of drive time/difficulty)

**1. CHARGES AND PAYMENTS:** Customer shall pay Area Disposal, (herein known as Contractor) for the collection and disposal provided by Contractor (including all charges for equipment repair due to damages done by customer or its subcontractor's.)

**2. WASTE MATERIAL:** Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material. The term "hazardous material" shall include, but not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended or applicable state law. Contractor shall acquire title to the waste material when it is removed from Customer's property/job site. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

**3. DRIVEWAYS AND PARKING AREAS:** Customer warrants that any right of way provided by Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonable necessary to perform the services herein contracted and Customer assumes all liabilities for damages to pavement, road surface, structure or landscape.

### 4. EQUIPMENT:

**a. Responsibility.** The equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accept responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.

**b. Access.** Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the scheduled pick up cannot be made, Contractor will charge a trip charge. See paragraph 8.

**5. ATTORNEY'S FEES:** In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees, and costs of the other party incident to any action brought to

enforce this Agreement. In the event Customer fails to pay Contractor all amounts which become due under this Agreement, or fails to perform its obligation hereunder, and Contractor refers such matter to an attorney, customer agrees to pay, in addition to the amount due, any and all costs incurred by contractor as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.

**6. CUSTOMER RESPONSIBILITY:** Customer is responsible for any and all damages to driveways, curbs and property. Driver will place the container in the safest possible accessible area as directed by the customer for all roll-off boxes. No placement of container in the street. Back doors are customer's responsibility to close prior to service.

**7. LOADING AND WEIGHT REQUIREMENTS: LEVEL LOADS ONLY.** Other terms are as follows:

- a. When loading inert materials including dirt, rock, block, concrete or asphalt, do not load the container more than 18 inches high.
- b. Customer is responsible for any overweight citations.
- c. Weight must be distributed evenly throughout the container.
- d. Loads must not exceed above the top or sides of the container.
- e. Up to 3 tons of the disposal is included in the haul charge of the 15 yard roll-off container. All disposal over 3 tons will be assessed \$ 45.00 per ton disposal fees plus an additional \$ **100.00** fee for disposal over 5 tons.
- f. Up to 5 tons of the disposal is included in the haul charge of the 40 yard roll-off container. All disposal over 5 tons will be assessed \$ 45.00 per ton disposal fees plus an additional \$ **100.00** fee for disposal over 10 tons.

**8. THE FOLLOWING CONDITIONS WILL PREVENT US FROM SERVICING YOUR ROLL-OFF:**

Overweight container, over height container, blocked container or behind a locked gate. You will be assessed a \$ 125.00 trip charge fee for all containers that are not serviceable on the day of a scheduled pickup. If the driver waits for vehicles or materials to be moved; truck and driver wait time will be billed at \$ 50.00 per half hour. (zone rate trip fee \$ 175.00)

**9. RELOCATION FEE:** If relocation is required at a time other than during a service, a \$ 125.00 relocation fee will be charged. (zone rate relocation fee \$ 175.00)

**10. DUE TO LANDFILL REGULATIONS, THE FOLLOWING MATERIALS ARE NOT ALLOWED TO BE PUT INTO ANY ROLL-OFF CONTAINER:** Tires, Refrigerators, Freezers, Ice Makers, Air Conditioners, 55 Gallon Drums, Medical Waste, Paint, Asbestos Material, Contaminated Soil, Rail Road ties or any hazardous waste-liquid. **\*\* All items above returned to customer will be charged a minimum of \$ 100.00.**

**11. COD POLICY/PAYMENT TERMS: ALL TEMPORARY ROLL-OFF CONTAINERS MUST BE PAID PRIOR TO SERVICE.**

**a. Credit Card Customers:** The credit card will be charged upon initial setup of the account and on the day of request for any subsequent services. Any additional fees incurred from previous services (overage, trip charges, inactivity) will also be charged to your credit card. Credit cards accepted are Visa and MasterCard.

**b. Terms:** Payment is due upon receipt. There will be a 1.5% finance charge per month added for any accounts that are 15 days past due. There will be a \$ 25.00 fee for any returned checks.

**12. INACTIVITY FEES:** There will be a \$ 5.00 per day inactivity fee assessed if there is no activity on the container within a 30 day period.

**13. THESE TERMS APPLY TO ALL SITES ON ANY DATE. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

Please call our office at 480-515-4300 if you need service ("pull & return") or when you want the container removed from your jobsite, if not scheduled prior.

I understand and agree to the above terms and conditions, pages 1-3.

\_\_\_\_\_  
Customer Name & Title, (please print) Licensed Contractor Yes \_\_\_ No \_\_\_

**HOW DID YOU HEAR ABOUT US?**

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Signature: Owner, President or Corporate Officer Date

Company Mailing Address: \_\_\_\_\_

Company Physical Address: \_\_\_\_\_

Cell # \_\_\_\_\_ Fax # \_\_\_\_\_ Office # \_\_\_\_\_

Other # \_\_\_\_\_ E-mail address \_\_\_\_\_

**Credit Card Customers:**

I authorize Area Disposal to use my Visa/MC # \_\_\_\_\_ Exp: \_\_\_\_\_

\* CVV Number \_\_\_\_\_

\* CVV number is printed on your VISA & MC cards in the signature area of the back of your card.  
(it is the last 3 digits AFTER the credit card number in the signature area of your card)

Card Holder Name(print) \_\_\_\_\_ Signature \_\_\_\_\_

**Check/Cash Customers:**

**PAYMENT IS DUE UPON DELIVERY OF CONTAINER:**

**CONTAINER SIZE:**

CK# \_\_\_\_\_ CASH \_\_\_\_\_ AMT. \$ \_\_\_\_\_

\_\_\_ 15YD \_\_\_ 40YD

Job Address: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

**PLACEMENT OF DUMPSTER:**

AREA DISPOSAL P.O. BOX 3032 SCOTTSDALE, AZ 85271-3032  
OFFICE: 480-515-4300 FAX: 480-515-1816 E-MAIL: office@areadisposal.com  
Satisfaction Guaranteed or Double Your Trash Back!

Area Disposal Rep. \_\_\_\_\_ Lead \_\_\_\_\_ Contract # \_\_\_\_\_

**Terms and conditions must be completed and signed. Please fax to 480-515-1816, or can be scanned and e-mailed to [office@areadisposal.com](mailto:office@areadisposal.com) at least 1 day prior to delivery.**