

HOFFBAUER DISPOSAL SERVICES

Thank you for your business!

TERMS OF RENTAL

Payment and continued use of service constitute acceptance of Hoffbauer Disposal Services' current Terms & Conditions.

Hoffbauer Disposal Services will provide disposal service by using roll-off dumpsters. Service will be provided on the day requested starting with a up to a 7 or 14 calendar day rental. Delivery and pickup times are base on route scheduling and may occur at any time during normal business hours. Exact pickup time may vary and rental period is not calculated on an hour-for-hour basis. Additional days on your rental period will be **\$10 Per Day**, starting on the 8th day until the roll-off is picked up. Please call at least 24-48 hours in advance to schedule extra days as we continuously book out.

Cancellations must be made 24 hours in advance. Same day dumpster rental cancellations will result in a \$50 charge.

Additional Charges

All customers are responsible for the total weight of the contents of their dumpster(s). All customers are responsible for ensuring their dumpster(s) are not overloaded (max fill line stickers are on all dumpsters). Customers shall inspect the dumpster upon delivery for any existing damage. Upon removal of the dumpster, Hoffbauer Disposal Services shall be entitled to charge the customer for the repair or replacement costs attributable to any damage to the dumpster while in the customer's possession. The customer shall be liable for any repair or replacement costs. Upon removal, the customer authorizes Hoffbauer Disposal Services to collect any additional disposal and repair or replacement costs attributable to the customer.

ABSOLUTELY NO third-party companies are permitted to smash, compact or push down material in ANY Hoffbauer Disposal Service dumpster. Additional charges will apply if this occurs.

Exceeding stated weight allowance will result in an additional charge of \$65 per ton

- **10 YARD - 1 ton** included (**\$65** per additional ton) - In NO event will customer load debris weighing 6 ton or more
- **20 YARD - 2 ton** included (**\$65** per additional ton) - In NO event will customer load debris weighing 12 ton or more
- **30 YARD - 3 ton** included (**\$65** per additional ton) - In NO event will customer load debris weighing 12 ton or more
- **40 YARD - 4 ton** included (**\$65** per additional ton) - In NO event will customer load debris weighing 12 ton or more

Any weight above the max tonnage allowed may result in refusal of service and off-loading may be required. Any items above the max fill line may require off-loading. Fees may apply.

Mattresses are an additional \$25 charge.

Dry Run Charge

To avoid unnecessary delays and additional costs, dumpsters must be accessible, safely loaded and ready for pickup at scheduled time. A \$75 Dry Run Charge will be charged if Hoffbauer Disposal Services is unable to complete a scheduled delivery, exchange, or pickup due to circumstances beyond our control. This includes, but is not limited to, blocked or inaccessible dumpsters, overloaded dumpsters, unsafe loading conditions, prohibited materials, or if the dumpster is not ready for service.

Waste Material

Non-Hazardous Solid Waste Only. Customer agrees not to put any waste that is liquid, or any waste that is, or contains, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, biohazardous, infectious, toxic, and/or any hazardous wastes or substances ("Prohibited Waste") into roll-off containers. Prohibited Waste includes, but is not limited to, tires, paint, batteries, paint cans, ashes, oil, vehicle parts, sewage sludge, etc. If a dumpster contains prohibited, restricted, or hazardous materials requiring special handling or cleanup, the customer will be responsible for all associated cleanup and disposal costs. Charges will be billed at the applicable third-party rate plus a reasonable administrative markup.

Inspection/Rejection of Prohibited Waste

Title to and liability for Prohibited Waste shall remain with Customer at all times. Hoffbauer Disposal Services shall have the right to inspect, analyze, and/or test any waste delivered by customer.

Rainwater & Weight

Roll-off dumpsters are equipped with drainage openings designed to allow normal rainwater to drain. Customers are responsible for all disposal and overweight charges based on the recorded weight at the landfill. Hoffbauer Disposal Services is not responsible for weight increases that are alleged to have been caused by rain, standing water, snow, ice or other weather conditions. Landfill scale weights are final.

Mixed Loads & Sorting Charges

Concrete, scrap, dirt and trash must all be separated when loading dumpsters. If prohibited materials, recyclable materials (scrap metal) or materials requiring separate disposal (concrete, dirt, asphalt, brush, yard waste) are mixed with general trash, Hoffbauer Disposal Services may, at its sole discretion, separate materials as necessary. Any labor, equipment, transportation, disposal, recycling or third-party fees incurred as a result will be billed to the customer.

Acknowledgment

Customer acknowledges that Hoffbauer Disposal Services shall not be liable for any damage to driving surfaces resulting from Hoffbauer Disposal Services trucks serving containers on the

agreed upon areas and the surroundings. Customer acknowledges that they are **NEVER** allowed to move around any roll-offs with their personal equipment or a third party's equipment.

Payment Terms

Prepayment at the time of reservation is required by check, cash, debit card or credit card, Hoffbauer Disposal Services will keep that card on file until the account is at a zero balance.

Contractor/Factory Accounts

Payment is due within 30 days of invoice. Any amount not paid within 30 days shall be subject to a late fee of \$10 per month, plus any collection costs. After 60 days, future service will be suspended until paid.

Agreement

By accepting delivery of roll-off dumpster, signing this agreement, or submitting payment, customer acknowledges that they have read, understood and agree to all terms and conditions in this agreement.