

# Tom Berkowitz Trucking Terms and Conditions

*This is a guide to make your service and rental as efficient and cost effective as possible.  
Please read the entire contents of this document.*

Rental and use of our equipment serves as a contractual agreement for all containers or dumpsters, or any other hereby referred to as “equipment” rented by the Lessee “Customer” from the Lessor “Tom Berkowitz Trucking, Inc.” commencing at the time the equipment is delivered and ending upon return to the Lessor’s possession and or premises. Lessee shall not sublet or sell equipment.

Lessee is responsible for all damage to our equipment from the time the equipment is delivered until it is removed. This includes but is not limited to loading container, fire, theft, vandalism, negligence, graffiti, or any other activity which causes damage. Lessee is also responsible for damages caused by loading and or moving equipment with heavy equipment machinery.

Lessee acknowledges that during the equipment rental, they will retain, care for, and control equipment contents. Lessee will indemnify and hold harmless Lessor, its owners, its employees, agents, and corporate associates of any damage or injury to persons or property while the equipment is in the customer’s possession and until the contents are disposed of and/or processed.

Lessee is fully responsible for the entire contents of the equipment and is the rightful owner of the contents of the equipment until the equipment is disposed of and accepted without protest by the prospective disposal facility. If contents that are not allowed by this contract or any State, County, City, or Federal agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal will be passed on to the Lessee.

## **Access and Ground Conditions:**

Lessee agrees to indemnify and hold harmless Lessor of any damage which may occur to the property where the equipment is placed or by servicing equipment. All reasonable care will be taken during placement, removal, and service of the equipment to protect the property causing as minimal damage as possible. Lessor will not be held responsible for pavement markings, road surfaces, sod, lawn, asphalt, landscaping, overhead obstructions, or any other items or property that could or may become damaged.

Should the equipment cause damage during loading or unloading, Lessor is only responsible if this is due to our negligence. We have specifically identified that heavy equipment may cause damage and the placement of the heavy equipment. If the equipment may not be serviced properly where the Lessee would like it placed alternate placement may be made at the driver’s discretion. Once the equipment is placed it should not be moved by Lessee. A relocation fee will be charged to move equipment once placed on the property.

If the equipment is blocked or not accessible during service or removal, there will be a fee to go back. During winter months driveways and access to equipment must be free of snow and ice. If the driveway is inaccessible and the driver cannot service the equipment, there will be a fee to go back at another time. Lessor is not responsible if contents of equipment do not fully empty due to freezing or improper loading.

## **Equipment Use:**

No paint, toxic materials, oils, fuels, gas, hazardous waste materials, explosives, ammunition, pressurized containers of any kind, yard waste, or any items listed by City, State or Federal agencies with jurisdiction over the respective area can be placed in the equipment. No mattresses, appliances, tires, construction debris or other bulk items may be placed in equipment. If said items are found to be in the equipment, the Lessor reserves the right to not service equipment or the Lessee may be charged a fee for said items. If you have a question about a particular item and whether you can dispose of item, please call. If the equipment is overloaded there will be a fee to dispose of the excess items.

Please note for “on-call” equipment service, the Lessee is responsible for contacting Customer Service to schedule service at least 24 hours in advance. Service will be done on the next available day for that location. Equipment established for the “on-call” service type must be emptied at least once every 60 days to avoid an inactivity charge.

For seasonal dumpster rentals, an additional fee applies for delivery and removal of equipment.

**Payments:**

Payments can be made via credit card online or automatically; they can also be made via check or money order. There is a returned check fee of \$25. Payments are due by the 15<sup>th</sup> of the month. Please contact us if you expect your payment to be past due. A finance charge computed at the period rate of 1.5% monthly may be assessed on past due balances of thirty days or more. If payment is not received within a 30-day period, service may be suspended until payment is received.

**Cancellation of Service:**

If Lessee is moving, transferring service or cancelling service please call Lessor. Equipment remains the property of Lessor and are provided to our Lessee for the duration of service. Upon cancellation of service, the equipment will be scheduled for removal. If the equipment is unusable, not recovered, or is lost or stolen, then the account will be charged to cover the cost of Lessor's lost property. Unless Lessee notifies Lessor in advance, Lessee will remain responsible for the monthly accrued charges. Lessor may cancel and remove equipment for non-payment.

**Dispute resolution & Governing Law:**

Parties will attempt to resolve disputes in good faith within 30 days. If unresolved, disputes (excluding small claims) will be submitted to AAA Commercial Arbitration in Worcester County, MA, under the Federal Arbitration Act. Arbitration decisions are final and enforceable in any court. The agreement is governed by the laws of Massachusetts, excluding conflict-of-law rules. The prevailing party is entitled to reasonable attorneys' fees and costs.