

Tom Berkowitz Trucking Roll-Off Dumpster Rental 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 roll-off bins, containers, or dumpsters, or any other hereby referred to as "equipment" rented by the Lessee from the Lessor commencing at the time the equipment is delivered and ending upon return to the Lessor's possession and or premises. Lessee shall not sublet 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 container contents. Lessee will indemnify and hold harmless Tom Berkowitz Trucking, Inc, its owners, its employees, agents, and corporate associates of any damage or injury to persons or property while the container 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. In the event that 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.

Pricing and Payments:

Tom Berkowitz Trucking, Inc accepts the following forms of payment: Visa, MasterCard, Discover and American Express. The container rental includes use for up to 7 days. If the container is kept longer than 7 days, there will be an additional fee of \$10 per day. Payment for all base fees* as well as any known additional rental time will be due upon delivery of the equipment unless prior arrangements have been made. Any additional fees due to overweight or other fees not paid upon delivery are due upon container pick up. Any unpaid balance after 14 days will start to accrue 15% interest from the date of the container pick up until paid in full. There will be a minimum of a \$25 late fee. There is a return fee of \$130 for any roll-off that is overloaded or blocked for any reason.

Access and Ground Conditions:

Lessee agrees to indemnify and hold harmless Tom Berkowitz Trucking, Inc. of any damage which may occur to the property where the equipment is placed. All reasonable care will be taken during placement and removal of the equipment to protect the property causing as minimal damage as possible. Tom Berkowitz Trucking, Inc 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, Tom Berkowitz Trucking, Inc. 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.

Equipment Use:

The Lessee is responsible for the loading of the equipment and all its contents. The equipment must be loaded evenly and level – **nothing should extend higher than the side or above the top rails.** Concrete, dirt, rocks, brick, asphalt, stucco, and all other heavy inert materials **may be subject to additional handling costs.** This is to prevent damage to our equipment and overloading. Overweight loads are dangerous and subject to be dumped on site and reloaded at the customer's expense and billed a surcharge.

If Lessee needs the equipment picked up and emptied (ex. if you have more to dump and need the equipment emptied and brought back - this is called an empty and return). We highly recommend calling us 1-2 days before you need your equipment serviced or removed (to get on the pickup schedule).

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.

****Base Fees are as follows:***

10 yard roll-off includes up to one ton of waste \$385 (W 8' L 12' H 3'1")

15 yard roll-off includes up to two tons of waste \$450 (W 7'6" L 14' H 4')

20 yard roll-off includes up to 3 tons of waste \$575 (W 7'6" L 14' H 5'6")

30 yard roll-off includes up to 3 tons of waste \$700 (W 8' L 24' H 6')

50 yard roll-off please up to 4 tons of waste \$950 (W 8' L 24' H 8')

**Sizes are approximate and may vary.

If the weight of the container exceeds its limit, there is an overage charge of \$175 per ton prorated.

There may be additional fees added to the base fee if there are certain items found in the container.

See list below for prices and items. If you have a question about a particular item and whether you can dispose of it please call before placing it in container.

Additional Rate items are as follows but not limited to:

Refrigerator, freezer, air conditioner, dehumidifier, \$25 each

Televisions and Computer monitor \$30 each

Car tire without rim \$15 each

Car tire with rim \$20 each

Mattress \$100 each

Box Springs \$25 each