

1. **ADDITIONAL FEES:** If the rental is cancelled with less than 24 hours' notice, the rental cost will be refunded minus \$100.00 cancellation fee. If customer requests equipment to be moved after placement, a relocation fee may be billed depending on the circumstances. Upon pick up, the dumpster will be weighed at the landfill and any weight over the included allowance will be billed at \$0.0325 per pound over. Mattresses, box springs and large appliances are \$25.00 each. Tires are \$12.00 each. Dumpsters loaded over the top of the container will be billed an additional \$75.00. If the price of fuel exceeds \$4.25 per gallon, A minimum fuel recovery charge of 5% of the invoice amount will apply.
2. **TERM:** Customer and Plummers Disposal (PDS) agree that this is a legally binding contract, and the terms of this agreement for the removal of non-hazardous waste material is as noted in the fields at the top of this document, and all subsequent loads at this location.
3. **CHANGES IN COST:** PDS reserves the right to adjust rates charged to the Customer for the services provided based on changes in disposal and fuel costs, changes in law and regulations, State and Federal taxes and fees, increases in the Consumer Price Index (CPI) and other costs not under the control of PDS. Changes in the characteristics of waste material may also affect the rate charged.
4. **PAYMENT:** Customer agrees to pay PDS for services rendered under this agreement. Unless otherwise noted, payment is required before roll-off containers are delivered. Customer will be responsible for any additional charges due to overloading, mis-loading or rental charges for keeping container longer than originally scheduled. A credit card is required to be kept on file for customers without terms and for balances past 45 days for customers with terms. A credit application is required to determine credit status.
5. **WASTE MATERIAL:** Customer agrees and warrants that all waste material delivered to PDS for disposal shall not contain any hazardous, toxic, or radioactive substances as defined by applicable Federal, State, and Local laws, and shall meet the requirements for disposal at a properly licensed sanitary landfill. Customer shall not place any liquid waste of any kind in PDS's container for collection by PDS. Customer assumes all liabilities for violation of the above warranties. Customer agrees to hold harmless and indemnify PDS for any damage caused by or any liability incurred from any violation of these warranties by Customer. PDS reserves the right to reject any material for collection that it deems a danger to its employees, equipment or the general public.
6. **EQUIPMENT:** All equipment provided by PDS for the storage and disposal of Customer's waste material remains the sole property of PDS. Mechanical compaction of loose waste material in open top containers by third parties is strictly prohibited. Overweight fines resulting from unauthorized mechanical compaction shall be the responsibility of the customer. Unauthorized mechanical compaction will result in additional fees and liability for damages caused to PDS's equipment and may result in civil or criminal penalties. Customer is responsible for the care of the equipment in their possession and will be charged for damage beyond normal wear and tear, or for uses of the container for which it is not intended.
7. **PREMISES:** Customer authorizes PDS to enter upon Customer's property for the purpose of waste removal, and delivery, maintenance, and removal of PDS's equipment. Customer agrees to keep area around PDS's equipment free of obstruction including ice, snow, parked cars, etc. so PDS may provide service in a safe, efficient, and orderly manner. Although PDS agrees to use caution while on the Customer's premises, except in the case of negligence, PDS is not responsible for damage caused by PDS's equipment in the normal execution of the PDS's duties.
8. **MODIFICATIONS:** Any handwritten modifications initialed by parties to this agreement shall supersede any printed notation. This Agreement constitutes the entire understanding between the Parties,

replacing and amending any prior agreements, and shall be binding upon all Parties, their successors and assigns. PDS is an independent contractor, and is not an agent, nor an authorized representative of Customer.

9. FINANCE: Customer will charged a 1.5% monthly fee (18% annual fee) for all invoices past 45 days. All past due invoices and cost of the collections process including reasonable attorney fees in the event of litigation will be the responsibility of the customer. Returned checks will be assessed a service charge of \$55.00 for each occurrence.

10. MISCELLANEOUS: This Agreement shall be governed by the laws of the State in which PDS's principal office is located, and any disputes shall be resolved within this jurisdiction. If any provision of this Agreement is held unenforceable, this Agreement shall remain in effect and be construed without regard to such provision.

Signature: _____

Date: _____