API WASTE SERVICES

PO BOX 5754, SANTA MARIA, CA, 93456- 805-928-8689 - WWW.APIWASTESERVICES.COM

ROLL-OFF CONTAINER SERVICE AGREEMENT

Thank you for renting a roll-off dumpster from us. This document is designed to make your service and rental as efficient and cost effective as possible. Please read the entire document prior to signing as it is a contract.

Loading Level & Weight Instructions – The customer is responsible for the filling of the dumpster and its contents. The roll-off boxes must be loaded evenly and level – nothing should extend higher than the side or top rails. Concrete, dirt, rocks, brick, asphalt, stucco, and other heavy inert materials may not be loaded any higher than 2 feet above the bin floor in any size dumpster. The maximum weight limit on roll-off dumpsters to be hauled is 10 tons (20,000 lbs.). Overweight loads are dangerous and subject to be dumped and/or reloaded at the customer's expense or billed a surcharge up to $50 per ton over normal tonnage charges.

Hard to Handle & Hazardous Materials – No liquids, batteries, paint, toxic materials, oils, hazardous waste materials, explosives, pressurized containers of any kind, or any items listed by City, State or Federal agencies with jurisdiction over the respective area. Mattresses, couches, appliances, tires, televisions, computer monitors, white goods, non-friable asbestos, telephone poles, railroad ties, and agricultural waste are subject to additional charges at all local disposal facilities. Fees range from $5 - $250 per ton or item.

Roll-off Rates & Scheduling – Rates charged for roll-off services include delivery fees, hauling fees per dumpster, tonnage fees for the landfill materials dumped, container rental after a free grace period, overweight charges if over 10 tons, delay charges if the dumpster is overfull or inaccessible, labor charges to adjust uneven or unsafe loads, taxes, or any additional fees for unacceptable items. API Waste Services requires a flat and level surface for box placement. Please provide as much advance notification as possible when scheduling service. The customer is responsible for any local city or municipality permit which may be required.

Rental Rate _____ per day after _____ free days: Hauling Fee per load _____Landfill / Tonnage Rate_____

Delivery / Relocation / Other Charges: _____ Area / Tax Percentage _____ Dumpster Size _____

CUSTOMER INFORMATION

NAME _____

STREET ADDRESS _____

CITY STATE ZIP _____

JOBSITE ADDRESS _____

PROPERTY OWNER _____

CREDIT CARD / PAYMENT AUTHORIZATION

CARDHOLDER NAME _____

BILLING ADDRESS _____

CITY STATE ZIP _____

AMOUNT OF CHARGE _____

Account # _____

CONTACT _____

HOME PHONE_____CELL_____

E-MAIL _____

OWNER ADDRESS _____

OWNER CONTACT _____

DATE _____

CREDIT CARD MC__ VISA__ AMEX__ DISC__

CC# __PLEASE CALL WITH CC NUMBER_____

EXPIRATION _____

CCV _____**Postal Code**_____

TERMS DUE UPON RECEIPT: Initial deposit of _____ due at the time of the order. I authorize any balance due for completed services to be charged to my card immediately following service and within API Waste Services terms.

SIGNATURE _____ Printed_____ Date _____

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1. This serves as a contractual agreement for all roll-off bins, compactors, tilt hoppers, 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.
2. Customer agrees to obtain and understand all necessary permits and ensure that all rules, regulations, ordinances and any laws (City, State, or Federal) are observed in accordance with the use of the equipment. **Prices quoted are for private sector jobs and do not account for additional costs, legal requirements, and regulatory complexities associated with public works jobs or prevailing wage projects unless specifically under contract prior to job inception.**
3. Customer agrees to indemnify and hold harmless API Waste Services of any damage which may occur to the property where the equipment is located. All reasonable care will be taken during placement and removal of the equipment to protect the property. API Waste Services will not be responsible for damaged driveways, sidewalks, walkways, pavement marks, sod, lawn, asphalt, landscaping, overhead obstructions, or road surface messes (track-out) or any related property.
4. Lessee is responsible for any and all damage from the time the equipment is delivered until it is returned. This includes but is not limited to fire, theft, vandalism, negligence, graffiti, natural disaster, or other activity which causes damages.
5. Customer acknowledges that during the container rental, they will retain, care for, and control container contents. Customer will indemnify and hold harmless API Waste Services, its owners, its employees, agents, and corporate associates of any damage or injury to persons or property while container is in the customer's possession and until the contents are disposed of and or processed.
6. Customer is fully responsible for the entire contents of the container and is the rightful owner of the contents of the container until the container is disposed 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, the customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense.

Liability Release / Account Agreement & Terms of Sale

I, the undersigned, release API Waste Services from any and all responsibility for damages that may occur during the placement of the container, including box damages, graffiti, and /or damages caused by the weight of the truck or the weight of the container. I agree unconditionally to pay for all services rendered, including reasonable attorney's fees incurred in the collection of monies owed. API Waste Services reserves the right to limit or refuse services at any time. The undersigned understands that full payment terms are due upon receipt. The undersigned agrees that credit card information will be saved on a secure server for future transactions on account. The undersigned agrees that by signing this authorization, any balances due for completed services may be charged to authorized credit cards on file. Balances are subject to 1.5% late charges (per month) on any outstanding balance, if not received according to terms. This authorization remains in effect unless cancelled in writing.

SIGNATURE _____ Printed_____ Date _____