

TANK'S ROLL OFF & RECYCLING

Waste & Disposal Services Agreement

Service Terms and Conditions

This Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and entered into from and after the date hereof (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date by and between the Customer named herein, whose signature is attached hereto, and who is referred to herein as ("the Customer") and The Fairfax Companies dba Tank's Roll off and Recycling, referred to herein as ("the Company").

1. **SERVICE:** The Customer and the Company acknowledge this is a service contract and at no time is the Container provided as part of the contracted services considered a rental or leased property. Never does possession of the Container provided as part of this Service Contract become the possession of the Customer. All Containers are included as a part of a service for the removal of waste and transportation of waste materials. At no time does this agreement transfer control or ownership of any container or its contents to the Customer or property owner where a Container is placed as part of the service request. All materials, items, waste, or products placed into the roll off container become the property of the Company. No scavenging or removal of waste from the Container is permitted under this service agreement.
2. **SERVICE TERM:** The Service Term begins when the Container is placed at the Customer's specified service location. The Service Term ends 10 calendar days from the beginning of the Service Term or upon the Customer's requested removal from the service location. When the Container is exchanged for a new Container, a new Service Term begins and the Customer will be charged at the standard Service rate, referred to as the Service fee.
3. **SERVICE FEE:** The Service fee includes delivery, pick up and disposal of a tonnage set by the Company. Any waste materials weighing over the included tonnage will be charged additional Landfill Fees based on allowed tonnage of the Container provided (Addendum 1). Landfill weight tickets will be provided at the Customer's request. There are no "Fuel Surcharges" or "Administrative Fees". City, county, state taxes (when applicable) and a \$0.50 per ton environmental fee will be included in the per ton fee on the invoice provided to the Customer upon service completion. The "Service Fee" is charged on the day the order is placed or service completion when applicable. Additional "Landfill Fees" (5) (when applicable) are charged on the day the Container is removed from the Customer's service address. Payment terms on established Credit Accounts are net 30 days.
4. **ADDITIONAL SERVICE FEES:** Accounts with Containers not removed prior to the initial 10-day "Service Term" (2) will be charged an additional Service fee of \$35.00 per day for each calendar day the Container is kept over the 10-day "Service Term". The Customer may call to request an extension of the "Service Term". Extensions, referred to as the "Roll Over", will be charged an Additional Service Fee of \$300.00 on the day the Customer requests the "Roll Over". The Customer will have, upon payment, one additional 10-day "Service Term" starting from the day after the end of the current "Service Term" in which to load the container.
5. **LANDFILL FEES:** Acceptable Waste Materials (Addendum 2) placed into the Container weighing over the included tonnage will be charged a "Landfill Fee" of \$39.50 per ton up to the maximum tonnage of the Container (Addendum 1). The Landfill Fee will be charged the day the Container is removed from the Customer's service address.
 - 5.1. Materials will be disposed of at a Fairfax Companies facility at \$39.50 per ton up to the maximum tonnage of the Container (Addendum 1).
 - 5.1.1. "Acceptable Prohibited Waste" loaded into the Container will be charged at a fee set by the Company (Addendum 2). The Customer will be charged per item and/or per the amount loaded. The Customer will be charged the fee based on the inspection performed by the Company on the day the debris is brought into a Fairfax Companies facility.
 - 5.2. Materials disposed at landfills not owned or operated by The Fairfax Companies are considered "Outside Landfills". When the Outside Landfill is used for Customer's Waste Disposal, an Outside Landfill tipping fee of \$50.00 per ton will apply for weight over the included tonnage up to the maximum tonnage of the Container (Addendum 1) and the Customer will be charged a "Trip Charge" (6) set by the Company.
 - 5.2.1. "Hazardous waste" (Addendum 2 (2)) found in the Container taken to a landfill owned and/or operated by The Fairfax Companies will be returned to the Container and taken to the "Outside Landfill". The Customer is liable for the material loaded into the Container and will be charged the "Trip Charge" (6) set by the Company.
6. **TRIP CHARGE:** A "Trip Charge" of \$100.00 per hour is charged when service is scheduled by the Customer and the Company is unable to complete the service due to the Container being blocked, overweight, filled above the sides, door not secured, site conditions, etc. The Customer is responsible for ensuring the location is accessible and free of obstruction for the Container removal and the Container loading procedure (13).
7. **OUTSIDE SERVICE AREA:** Delivery to locations outside the "Service Area" may be subject to increased "Service Fees" set by the Company. The Company sets a reasonable fee based on the geographical location and time required to do the service.
8. **CONTAINER RELOCATION:** After initial delivery to the service location to schedule additional trips to move and/or relocate the Container the Customer will be charged at a rate of \$100.00 per hour. Rates may vary based on the geographic location.
9. **CANCELLATION FEE:** A "Cancellation Fee" of \$90.00 may be applied to the Customer in the event of cancellation or change to the order less than 24 hours prior to delivery of Container.
10. **DELINQUENT ACCOUNTS:** A \$40.00 late fee will be assessed for any invoices over 30 calendar days due and an interest charge of 22% APR will be applied to the entire unpaid account balance. Accounts 60 calendar days past due will have their account suspended and an additional delinquent fee will be charged in the amount of \$100.00 and an interest charge of 22% APR applied to the entire unpaid balance. Landfill discounts will be removed and the posted per ton gate rate will be applied when the Customer account is 30 calendar days or more past due.
11. **COLLECTIONS:** Accounts will be closed and sent to collections when 90 calendar days or more past due. The Customer agrees to pay all legal fees incurred to collect any outstanding balances from the Customer's account.

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12. **ACCESS:** 40 feet of straight access is needed to deliver and pick up the 15-yard Containers and 70 feet of unobstructed access for 20, 30, and 40-yard Containers. Clearance of a minimum 30 feet high is needed to service the Containers.
13. **LOADING:** All debris should be spread evenly from front to back and side to side and cannot be higher than the sides of the Container. The Customer is liable for overloading the Container and the Company may empty the material at the Customer's service address to avoid damage to the Container. The reloading of the container will be the responsibility of the Customer and the Company is not responsible for any expenses incurred by the Customer to reload the Container to fit the guidelines set by the Company. The Customer will be charged a "Trip Charge" (6) if the Customer did not take reasonable care in loading the Container.
14. **DOOR:** The door of the Container must be closed and secured properly prior to relocation or removal of the Container.
15. **INERT MATERIALS:** If rock, concrete, brick, gravel or dirt is placed in the Container the Customer may fill container 1/4 full maximum ("Container Specifications" Addendum 1).
16. **ROOFING DEBRIS:** If roofing debris is placed in the Container the Customer may fill the container 1/2 full maximum ("Container Specifications" Addendum 1).
17. **NOTICE:** A minimum of 24 hours notice is required to schedule the Container delivery, exchange, and/or removal. The Company will attempt to service each account within 24 hours of notification by the Customer. Calls received at the end of the business week may not be serviced and/or returned until business hours the following week.
18. **PERMITS:** For those who intend to place a Container on a right-of-way or public street, an official Street Use Permit may be required from the governing municipality. The Customer must contact the local municipality for additional information.
19. **WEIGHT OVER-LIMIT:** Each container has a maximum legal road weight limit (Addendum 1). There will be a \$60.00 over-limit fee for each ton up to three tons and a \$240.00 over-limit fee for each ton over three tons (Addendum 1).
20. **CONTAINER DAMAGE FEE:** The Customer agrees to load the Container to the specifications set by the Company (13) and with reasonable care not to cause damage to the Container. Damaged Containers will be charged a "Container Damage Fee". The "Container Damage Fee" will depend upon repair estimates. Photographs and supporting documentation will be provided to the Customer in the event of damage to the Container upon a post service inspection. The Company will provide the repair estimate set by a certified mechanic. The Container is inspected prior to delivery and any existing damage is recorded and provided by the Company to the Customer upon request.
 - 20.1. The following is considered Damage and subject to the "Container Damage Fee": graffiti, holes punched through floor or sides, bent or damaged doors, bent or damaged hinges, fire damage, damaged top and side rails, damaged ladder, and damaged or inoperable rollers. In addition: large scrapes, dents in the sidewalls, damage to the floor, outside paint, decals may be subject to the "Container Damage Fee". To avoid damaging the container refer to proper loading instructions (Addendum 1).
21. **DAMAGES:** The Customer acknowledges that Tank's Roll Off employees may drive company vehicles on customer's property and accepts responsibility for any and all damage that may occur from Tank's Roll Off vehicle. This includes damage to roads, culverts, fences, landscaping or other areas that the truck may contact while attempting to service customers containers. Customers are warned that trucks and containers, because of their weight, may cause damage to property conditions such as driveways (cement or asphalt), curbs, lawns, sprinkler systems, and shrubbery. **SPECIFIC PREMISES CONDITION** Any specific premises condition susceptible to damage by ordinary container delivery, or special placement instructions regarding container placement or use, must be disclosed at the time the container is ordered. **WAIVER** Absent such disclosure, the customer, as a condition of acceptance of such service, waives all claims for property damage or other loss, injury or claim against the Company owing to or arising out of the delivery, removal, or placement of said container. Except as disclosed by customer, customer similarly agrees to indemnify and hold harmless the Company against all loss or liability from risks or claims arising from container location or placement. The Company reserves the right to deny service.
 - 21.1. In the event the Container is placed to Customer specifications and the Company took reasonable care in informing the Customer of potential damage the Company is not liable for any temporary, semi-permanent and permanent damage caused to any object and surface area at the service address or its immediate vicinity. The Company agrees to follow proper loading procedures when servicing the Container at the service address.
22. **WAIVER:** Customer acknowledges that it has the care, custody and control of the equipment owned by Tank's Roll Off and accepts responsibility for the equipment and its contents while it is on customer's property. Therefore, customer agrees to indemnify and hold harmless the Company from and against any and all claims for loss of or damage to property, injury or death of person or persons resulting from or arising in any manner of customers use, operation or possession of any equipment furnished under this agreement.

By Signing below or clicking the online box verifying customer has read The Service Terms and Conditions, the Customer agrees to all provisions in this Service Terms and Conditions Agreement.

Customer Signature

Date

Customer Name

Company Name (If Applicable)

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Addendum 1: Container Specifications

Prices and dimensions of containers:

Container size	Dimensions	Service Fee	Additional Landfill fees
15-yard "mini"	12'L x 8'W x 5'T	\$456.50 includes tax	4 tons included
20-yard	22'L x 8'W x 4.5'T	\$585.50 includes tax	5 tons included; then \$39.50/ton
30-yard	22'L x 8'W x 6'T	\$675.50 includes tax	5 tons included; then \$39.50/ton
40-yard	22'L x 8'W x 8'T	\$755.50 includes tax	5 tons included; then \$39.50/ton

15 Cubic Yard Container

15-yard "mini" containers are a perfect solution when space is limited. They are favored by homeowners, businesses, and contractors for small scale renovations, cleanups, junk removal and landscaping projects. A Mini 15-yard roll-off container is perfect for garage and homeowner clean-ups because the 5' height allows for loading over the side walls and holds about 7 pick-up truck loads of material. **The dimensions of a Mini 15-yard container are** 12 feet long, 8 feet wide and 5 feet high. The "footprint" for a Mini 15yard container is smaller than other containers making it perfect for residential remodels or yard clean ups. The container will typically fit in a standard residential driveway or a large garage, but only if the street access is adequate. Our mini roll-off delivery truck requires a clear area with 40 feet of straight access to perform the service. Small quantities of Inert materials such as concrete, dirt, sand, brick, etc. are allowed in the 15-yard container, but typically these materials will maximize the weight limits when the container is 1/4 full. Exceeding this volume would create an unlawful overweight situation. Call one of our Customer Service Representatives at **(520) 290-1421** prior to choosing a container size.

Maximum legal road weight limit is 4 tons or 8,000 pounds.

20 Cubic Yard Container

The Dimensions of a 20-yard container are 22 ft long, 8 ft wide and 4.5 ft high. This is used for heavier debris such as brick, dirt or concrete because the container does not weigh as much as a 30+ yard container. Inert Materials: Small quantities of inert materials such as concrete, dirt, sand, brick, etc. are allowed in the 20-yard dumpsters, although the amount must not make the overall weight exceed the legal road limit. Call a Tank's Roll-Off Customer Representative for more information.

Maximum legal road weight limit is 10 tons or 20,000 pounds.

30 Cubic Yard Container

The Dimensions of a 30-yard container are 22 ft long, 8 ft wide and 6 ft high. This is the most commonly used size for construction debris removal. Inert Materials: Small quantities of inert materials such as concrete, dirt, sand, brick, etc. are allowed in the 30-yard dumpsters, although the amount must not make the overall weight exceed the legal road limit. Ask a Tank's Roll-Off Customer Representative for more information.

Maximum legal road weight limit is 10 tons or 20,000 pounds.

40 Cubic Yard Container

The 40-yard container is perfect for larger construction jobs and large clean ups. The dimensions of a 40-yard container are 22 feet long by 8 feet wide by 8 feet high. The container will typically fit in a standard residential driveway, however, only if the street access is adequate. Please call a Tank's Roll-off customer service representative to discuss access to your location.

Inert Materials: Small quantities of inert materials such as concrete, dirt, sand, brick, etc. are allowed in the 40-yard containers, although the amount must not make the overall weight exceed the legal road limit. Ask a Tank's Roll-Off Customer Representative for more information.

Maximum legal road weight limit is 10 tons or 20,000 pounds.

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Addendum 2: Acceptable Waste Materials

Acceptable waste materials include: All types of non-hazardous construction, demolition, recyclable, and landscape materials. Materials such as wood, metal, and plastic, drywall, green waste, roofing, cardboard, and appliances are acceptable waste materials. See website (www.thefairfaxcompanies.com) for a full list of acceptable wastes.

PROHIBITED WASTE MATERIALS

1. The following is a list of items accepted for a fee per item only at the Speedway Facility owned by The Fairfax Companies at the address 7301 East Speedway Boulevard, Tucson, AZ, 85710:

• Appliance (refrigerator, washer, dryer, etc.)	\$15.00/per item
• Electronics (computers, stereos, etc.)	\$10.00/per item
• TV's and monitors	\$20.00/per item
• Railroad tie	\$5.00/per item
• Mattress	\$15.00/per item
• Upholstered furniture with stuffing/padding	\$15.00/per item
• Tires – with/out rim	\$15.00/\$10.00/per item
• Household garbage (food items, etc.)	\$20.00/per bag (may vary on inspection)

2. **Hazardous Waste:** Customer will warrant that all waste placed in the container is of a non-hazardous nature and that no liquids will be placed in the container. The following is a partial list of items **not** accepted at any location under any circumstance:

Manure, biohazards (hospital waste), containers (toxic or hazardous materials), liquids and sludge, fly ash, animals, asbestos tiles, pesticides, herbicides, non-latex paints, explosives and ammunition, automobile parts (engines, bodies, etc.), batteries, pressurized containers, fluorescent bulbs/lamps, radioactive materials, industrial waste, chemical products, oil filters, solvents, any flammable liquids, aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil and oil filters, contaminated oil (mixed with solvents, gasoline, etc.), antifreeze, petroleum-contaminated soil/lead paint chips, barrels.

3. **Special waste:** Prior arrangements can be made to haul loads of prohibited waste materials (including animal manure) or tires to landfills that are permitted to accept the prohibited waste materials. All loads must be accompanied by a manifest document, which is provided by the Customer to the Company prior to pick up. Additional fees may apply.

Please call the Customer Service Department for information and rates at **(520) 290-1421**.

4. **LEED Documentation Assistance:** Prior arrangements can be made to provide the Customer with documentation for point compliance with the USGBC (United States Green Building Council) LEED (Leadership in Energy and Environmental Design) Program. The Company will provide the documentation displaying what percentage of each load is recycled and the facility wide diversion document.

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Preventing Your Dumpster Rental from Damaging Your Property

A rented dumpster plays an important role in renovation or remodeling projects, but it can also wreak havoc on property. Not only do you have to deal with the portion of the landscape or driveway where the dumpster is placed, you also need to contend with the equipment required to drop off and pick up the dumpster. Good planning and a little preparation can minimize the potential for damage to the landscape, but you will most likely need to do at least a little site remediation once the dumpster is hauled away.

Confirm Where Your Dumpster Will Go

A flat, hard surface is the ideal location for a dumpster. This would include a concrete or asphalt driveway, parking lot, or hard-packed dirt or gravel at a worksite. Ideal conditions aren't always possible, so it's best to discuss your dumpster placement prior to delivery.

Some of the locations you may not be able to place a dumpster include:

- On a steep hill (The dumpster could shift or move.)
- On a soft or sandy surface (The dumpster truck could get stuck.)
- Side of a city street (A right-of-way permit may be required first.)

Choose a dumpster that is no larger than necessary to keep the area affected to a minimum. Tank's Roll Off is happy to help you choose an appropriate dumpster size for a particular project. If possible, plan the dumpster delivery and pickup and your project so that you have the rental dumpster in your yard for as short a time as possible if it is positioned on top of grass, other vegetation, or soil where tree or shrub roots are growing.

Remove Any Existing Obstructions

Ultimately, the best way to prepare for dumpster delivery is by making it as easy as possible for the truck driver to complete the drop-off. Remove cars, bikes, kid's toys, trash cans, or in some cases, fences that may be in the way of the drop-off zone. A typical roll-off truck needs quite a bit of space to unload the dumpster, so keep that in mind when clearing off the driveway or drop-off location. The more maneuvering the driver must do, the greater the risk of damage.

Prevent Property Damage

Clearing out obstructions, as previously mentioned, is one way to reduce the chance of damage to property caused by the roll off truck or the dumpster itself. Roll off containers have metal rollers that have the potential to damage surfaces especially after the container is loaded.

Plywood for Protection

The best way to protect the surface under the dumpster, whether it is lawn or a concrete or asphalt driveway, is to lay down plywood or pieces of wood where the dumpster will be placed and wherever the delivery truck and other construction equipment will be operating. Without the wood, parts of the dumpster and equipment can sink into the ground, leaving unattractive ruts and areas with extreme compaction. Even if a dumpster has wheels, because they are made of metal, they can still dig into or gouge both soft and hard surfaces, including driveway pavement. Placing plywood or boards beneath the dumpster can greatly reduce the risk of damage to concrete or asphalt caused by the weight of the load. In most cases, dumpsters don't cause any damage, but it doesn't hurt to be prepared.

Filling it Up

We require that you fill the dumpster up to a level just below the top of the dumpster and no more, or pile materials only 1 or 2 feet above the top, as we will need to cover the dumpster with a tarp to keep the debris from flying out during transport.

Be cautious when loading concrete, dirt, roofing shingles, or any other heavy debris into a dumpster, as heavier dumpsters are more likely to cause damage.

Keep the load below the stated weight limit of the dumpster to minimize risks.

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Frequently Asked Questions

- **Will it damage my new driveway?**

We strongly recommend that the customer protect any surface where the roll-off is going to be placed with a 4' x 8' sheet of plywood. Customer affirms that any right-of-way provided by customer (disclosed in delivery questions) for the roll-off container is sufficient to bear the weight of all contractors' equipment and vehicles required to perform the contracted service. The customer assumes all liabilities for damages to private driving surfaces, pavement or road surfaces and entire container placement site. Tank's Roll Off shall not be responsible for any damages to any private driving surface, pavement or accompanying subsurface of any route associated to perform the service that was contracted.

- **Can I put the container on the street?**

Please check with your local municipality. Permits may be required.

- **What if I need a larger container?**

Please review container sizes for assistance in confirming the best-sized container to fit your needs.

- **How far in advance do I need to order?**

When ordering online you will see available dates displayed on the calendar. All online orders must occur at least one business day in advance to allow for processing, as terms and conditions apply. Please note there is no guaranteed delivery time, so if a container is needed first thing in the morning delivery should be scheduled for the day prior.

- **Is service available 24 hours?**

Online orders may be 24 hours, however, all online orders must occur at least one business day in advance to allow for processing, as terms and conditions apply. A customer service representative will contact you to confirm your order.

- **What if I need an extra haul?**

Extra hauls will be charged at the full initial quoted amount for a second time for an additional haul.

- **What if the driver comes for delivery or removal and I am not ready for the container to be dropped or removed?**

Please note extra trip charges will incur a supplementary cost of \$100 per hour per visit from the initial quote.

- **Is it necessary for someone to be there when they deliver or remove my container?**

It is not necessary to have someone onsite for delivery or removal of the container. However, please be as specific as possible when answering the delivery questions, as the driver will use their best judgment and place the container in the safest accessible area when delivering the container. If an onsite contact is not available for delivery, you will be responsible for all charges involved with relocation of the dumpster should it be necessary. For removal; customer agrees to provide unobstructed access to the equipment on the scheduled pick-up day; if equipment is inaccessible customer is subject to additional pick-up charges, as terms and conditions apply.