

# 5 Ton Roll-Off Container

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between LMNT Trash Service and \_\_\_\_\_ (Customer), as follows:

1. That in exchange for consideration herein stated Land Maintenance of North Texas, Inc. dba LMNT Trash Service agrees to provide:

a) That in consideration for providing the said professional services of a ten day rental of roll off container, LMNT Trash Service shall be compensated a charge of Four Hundred Ninety-five Dollars (\$495.00) per roll-off container with weight up to five (5) tons when full. This fee is non-refundable if Customer fails to comply with the terms of this Agreement.

i) Customer will be assessed an additional \$45 per ton for any weight over five (5) tons

ii) Containers must weigh less than 10 tons total. Department of Transportation tickets and/or fines for overweight containers are the responsibility of the Customer and will be added to Customer's bill. Containers too heavy to lift will not be emptied until the Customer removes a portion of the contents.

iii) If more than one dump is required during the rental period, the Customer will be assessed an additional \$475 per disposal dump.

iv) Customer may, upon availability, extend the rental for a period up to a maximum of 30 days for an additional five dollars (\$5.00) per day rental fee.

v) Base rental fee is payable to LMNT Trash Service prior to the delivery of the roll-off container.

b) That Customer is responsible for loading of container.

c) That Customer is responsible for use of container and shall be responsible for costs incurred for violation(s) of the following:

(1) No trash above sides of container;

(2) No liquids;

(3) No hazardous waste;

(4) No closed drums;

(5) No asbestos;

(6) Material must not exceed 20,000 lbs;

(7) Open burning in containers prohibited;

(8) Customer responsible for equipment while in their possession;

(9) No freon containing refrigeration equipment;

(10) No tires;

(11) No items containing mercury, lead or acid;

(12) No batteries

2. To the full extent allowed by law, Customer shall indemnify, and hold harmless LMNT Trash Service, its employees, and agents from any liability for claims, damages, losses, and expenses, including reasonable attorney's fees resulting from the performance of the Rental Agreement, or any act, or omission, by Customer, its employees, agents, subcontractors, or assigns. Customer's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity, or contribution to which LMNT Trash Service, its agents, or employees are legally entitled.

3. LMNT Trash Service has the right to refuse pick-up of any items deemed unsafe.

4. The parties understand and agree that all terms and conditions contained herein shall be binding and effective upon the parties and their respective successors and assigns.

5. LMNT Trash Service will not be held responsible for any damage to property where delivery is made inside the curb.

6. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

7. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any modification or amendment of this Agreement must be in writing and must be signed by LMNT Trash Service Manager.

8. Any written notice to LMNT Trash Service required under this Agreement must be sent or delivered to the attention of LMNT Trash Service Manager.

9. This Agreement shall be governed by the laws of the State of Texas.

10. "Additional Roll Off Specific Terms and Conditions" is made part of this contract.

IN WITNESS WHEREOF, the parties have affixed their hands and seals in Grayson County, TX, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## CUSTOMER

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## LMNT TRASH SERVICE

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

**ADDITIONAL ROLL OFF SPECIFIC TERMS AND CONDITIONS**

**MAXIMUM WEIGHT LIMIT IS 10 TONS PER CONTAINER:**

OTHER TERMS ARE AS FOLLOWS:

- A). WHEN LOADING INERT MATERIALS INCLUDING DIRT, ROCK, BLOCK, CONCRETE OR ASPHALT, DO NOT LOAD THE CONTAINER MORE THAN 18 INCHES HIGH.
- B). WEIGHT MUST BE DISTRIBUTED EVENLY THROUGHOUT THE CONTAINER.
- C). LOADS MUST NOT EXTEND ABOVE THE TOP OR SIDES OF THE CONTAINER.
- D). UP TO 5 TONS OF THE DISPOSAL IS INCLUDED IN THE HAUL CHARGE. **ALL DISPOSAL OVER 5 TONS WILL BE ASSESSED A \$45 PER TON DISPOSAL FEE.**

**ALL LOADS MUST BE LEVEL**

**THE FOLLOWING CONDITIONS WILL PREVENT US FROM SERVICING YOUR ROLLOFF CONTAINER:** OVERWEIGHT CONTAINER, OVER HEIGHT CONTAINER, BLOCKED CONTAINER OR BEHIND A LOCKED GATE. YOU WILL BE ASSESSED A DRY RUN FEE FOR ALL CONTAINERS THAT ARE NOT SERVICEABLE ON THE DAY OF A SCHEDULED PICKUP. **FEE: \$75**

**RELOCATION FEE:** IF RELOCATION IS REQUIRED AT TIME OTHER THAN DURING A DUMP, A **\$75 RELOCATION FEE WILL** BE CHARGED.

**DUE TO LANDFILL REGULATIONS, THE FOLLOWING MATERIALS ARE NOT ALLOWED TO BE PUT INTO ANY ROLLOFF CONTAINER:** REFRIGERATORS, FREEZERS, ICE MAKERS, TIRES, 55 GALLON DRUMS, MEDICAL WASTE, PAINT, ASBESTOS MATERIAL, CONTAMINATED SOIL OR ANY HAZARDOUS WASTE- LIQUID, RAIL ROAD TIES.

**ALL ITEMS ABOVE RETURNED TO CUSTOMER WILL BE CHARGED A MINIMUM OF \$50.00**

**COD POLICY:**

**ALL TEMPORARY ROLLOFF CONTAINERS MUST BE PAID PRIOR TO SERVICE.**

**A) CHECK/MONEY ORDER CUSTOMERS:** CUSTOMERS MUST PRESENT CHECK OR MONEY ORDER TO DRIVER AT TIME OF DELIVERY.

**B) CREDIT CARD CUSTOMERS:** THE CREDIT CARD WILL BE CHARGED UPON INITIAL SETUP OF THE ACCOUNT AND ON THE DAY OF REQUEST FOR ANY SUBSEQUENT SERVICES. ANY ADDITIONAL FEES INCURRED FROM PREVIOUS SERVICES (OVERAGE, DRY RUNS, ETC.) WILL ALSO BE CHARGED TO YOUR CREDIT CARD. ACCEPTABLE CREDIT CARDS ARE VISA, MASTERCARD, DISCOVER AND AMERICAN EXPRESS.

**CONTAMINATED CONCRETE LOADS:** TEMPORARY CONTAINERS SOLD WITH THE SOLE INTENT FOR THE USE OF THE REMOVAL OF INERT AND/OR CONCRETE MATERIALS THAT ARE CONTAMINATED WITH SOLID WASTE MATERIALS WILL BE **SUBJECT TO THE FULL DISPOSAL CHARGE AS CHARGED BY THE DISPOSAL SITE.**

**RESPONSIBILITY FOR EQUIPMENT/ ACCESS:** ANY EQUIPMENT COMPANY FURNISHES SHALL REMAIN COMPANY'S PROPERTY. CUSTOMER SHALL BE LIABLE FOR ALL LOSS OR DAMAGE TO SUCH EQUIPMENT (EXCEPT FOR NORMAL WEAR AND TEAR AND FOR LOSS OR DAMAGE RESULTING FROM COMPANY'S HANDLING OF THE EQUIPMENT). CUSTOMER SHALL USE THE EQUIPMENT ONLY FOR ITS PROPER AND INTENDED PURPOSE AND SHALL NOT OVERLOAD (BY WEIGHT OR VOLUME), MOVE OR ALTER THE EQUIPMENT. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT. CUSTOMER SHALL PROVIDE SAFE, UNOBSTRUCTED ACCESS TO THE EQUIPMENT ON THE SCHEDULED COLLECTION DAY. COMPANY MAY CHARGE AN ADDITIONAL FEE FOR ANY ADDITIONAL COLLECTION SERVICE REQUIRED BY CUSTOMER'S FAILURE TO PROVIDE ACCESS.

**DAMAGE TO PAVEMENT:** COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES TO CUSTOMER'S PAVEMENT, CURBING OR OTHER DRIVING SURFACES RESULTING FROM COMPANY'S PROVIDING SERVICE AT CUSTOMER'S LOCATION.

**THESE TERMS APPLY TO ALL SITES ON ANY DATE.**

CALL OUR CUSTOMER SERVICE CENTER AT (903) 786-8585 IF YOU NEED SERVICE ("PULL & REPLACE") OR WHEN YOU WANT THE CONTAINER REMOVED FROM YOUR JOBSITE, IF NOT SCHEDULED PRIOR TO DELIVERY.

**I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS.**

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_