

## Roll-Off Container Service Agreement

This Roll-Off Container Service Agreement ("Agreement") is entered into by and between DC Waste & Recycling, Inc. ("DCW") and the Customer ("Customer") requesting roll-off container services. By accepting delivery of a roll-off container or submitting payment, the Customer acknowledges and agrees to the terms and conditions below.

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### 1. Container Sizes, Rental Terms & Pricing

- Additional rental days beyond the included period will be charged a fee per day.
  - Rental resets upon a container being emptied or switched.
  - Each container size includes a verbally specified included tonnage, provided at the time of order. Any weight exceeding the included tonnage will be charged per ton of excess.
  - DCW reserves the right to adjust pricing due to changes in disposal, fuel, or regulatory costs.
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### 2. Container Use and Placement

- **Placement Location:** Customer may suggest a container placement location; however, DCW reserves the right to determine the final placement to ensure safety, accessibility, and property protection.
  - **Surface Requirements:** Containers must be placed on a hard, stable surface. DCW is not responsible for surface damage (including but not limited to cracks, rutting, or indentations) to asphalt, concrete, lawns, sidewalks, driveways, or any other surfaces where the container is placed.
  - **Accessibility:** Customer must maintain clear, unobstructed access to the container at all times. A dry run fee will apply if the container cannot be delivered, serviced, or removed due to overfilling, blocked access, or site hazards.
  - **Delivery or Removal:** The customer acknowledges that delivery and removal times are not scheduled for a specific hour. Delivery and removal may occur at any time between 6:00 AM and 6:00 PM on the scheduled date.
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### 3. Loading Requirements

- **Overfilled Containers:** Material must not extend above the top rim of the container. If the container is overfilled at the time of pickup, it will either be unloaded on site or not serviced, and a dry run fee will be charged. Any unloaded material is the customer's responsibility to dispose of properly and in accordance with all applicable laws and regulations.

- **Maximum Weight:** The maximum allowable container weight is 10 tons. Any weight exceeding this limit will be charged a fee per ton. Customer will be responsible for all overweight-related fines, if applicable.
  - **Inspection at Pickup:** At the time of removal, DCW will conduct a thorough inspection to ensure compliance. If unacceptable waste is detected, the container will not be picked up, a dry run fee will be assessed, and Customer must remove the unacceptable materials prior to the next attempted pickup. Pickup will need to be rescheduled by Customer. Rental time will not reset, and additional rental fees may apply.
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#### 4. Unacceptable Materials

The following items are strictly prohibited: hazardous waste, liquid waste, chemicals, paints, solvents, oils, asbestos, tires, batteries, electronics, flammable items, or any other materials regulated by local, state, or federal law. Customer will be responsible for all disposal violations, fines, and remediation costs.

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#### 5. Customer Responsibilities

- **Container Damage:** Customer is responsible for any damage, loss, or abuse to the container while it is in their possession, beyond normal wear and tear. This includes damage caused by heavy equipment, fire, misuse, or intentional harm.
  - **Site Safety and Suitability:** Customer is responsible for ensuring a safe and appropriate site for delivery. DCW reserves the right to refuse delivery or pickup if conditions are deemed unsafe or unsuitable.
  - All roll-off containers and related equipment provided remain the sole property of DCW. Customer shall not move, modify, damage, or allow unauthorized access to the equipment and shall use it solely for its intended purpose.
  - Customer is solely responsible for ensuring no regulated, hazardous, or prohibited materials are placed in the container. Title and liability for any such materials remain with the Customer at all times, and Customer agrees to indemnify and reimburse DCW for any costs, damages, or penalties resulting from improper disposal.
  - **Cancellation:** If Customer chooses to cancel the order, notice of cancellation must be received by 4:00 PM (CST) on the business day prior to the scheduled service date. Cancellations made on the day of the scheduled order will not be refunded and may be subject to a dry run or cancellation fee
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#### 6. Payment Terms

- Payment is due per the invoice terms provided. Excessively late accounts may be referred to a collections agency. Customer is responsible for all costs and legal fees associated with collection, including but not limited to attorney fees, court costs, and agency commissions.
  - By submitting payment, Customer acknowledges that they have received, read, and agreed to be bound by all terms and conditions outlined in this Agreement.
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#### 7. Property Damage Waiver

Customer acknowledges that movement of heavy containers may damage surfaces such as driveways, pavement, landscaping, curbs, septic systems, or underground utilities. DCW is not liable for any damage resulting from normal operations.

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**8. Indemnification**

Customer agrees to indemnify, defend, and hold harmless DCW, its employees, officers, and agents from any and all claims, damages, or losses arising out of or related to Customer's use of the container, including placement, contents, and site conditions.

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**9. Agreement Acceptance**

This agreement is binding upon payment for services rendered or by accepting delivery of a roll-off container, which shall constitute acceptance of these terms and conditions. This Agreement constitutes the entire understanding between DCW and Customer, and supersedes all prior discussions, representations, or agreements, whether oral or written.

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**Customer Name:** \_\_\_\_\_

**Service Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank you for trusting us with your needs!

Sincerely,

**DC Waste & Recycling, Inc.**  
*Family Owned | Locally Operated | Community Focused*