

Portable Services Service Agreement

This Portable Services Service Agreement ("Agreement") is entered into by and between DC Waste & Recycling, Inc. ("DCW") and the Customer ("Customer") requesting portable services. By accepting delivery of equipment, submitting payment, or signing this Agreement Customer acknowledges and agrees to the terms and conditions below.

1. Service Frequency & Pricing

- The agreed-upon price covers the specified service frequency (e.g., once per week, twice per month, or once per month). Any additional services must be arranged through customer service and will incur extra charges. Additional services requested with less than 48 hours' notice are not guaranteed.
 - DCW reserves the right to adjust pricing due to changes in disposal, fuel, or regulatory costs.
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2. Unit Use and Placement

- **Placement Location:** Customer may suggest a unit placement location; however, DCW reserves the right to determine the final placement to ensure safety, accessibility, and property protection.
 - **Surface Requirements:** Units 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 unit is placed.
 - **Tipping Risk:** DCW will make reasonable efforts to set up the unit securely and minimize the risk of tipping; however, DCW is not liable for any incidents, damages, or costs resulting from the unit tipping over while in Customer's possession.
 - **Supplies:** In the event supplies run out before the next scheduled service, Customer may choose to resupply it themselves or contact DCW to arrange additional service, which may incur an extra charge.
 - **Accessibility:** Customer must maintain clear, unobstructed access to the unit at all times. A dry run fee will apply if the unit cannot be delivered, serviced, or removed due to blocked access, site hazards, or conditions beyond DCW's control.
 - **Delivery or Removal:** Customer acknowledges that delivery, service and removal times are not scheduled for a specific hour and may occur at any time between 6:00 AM and 6:00 PM on the scheduled date.
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3. Unacceptable Materials

Upon service or removal the unit's holding tank will be inspected. If any unacceptable materials such as, but not limited to: bottles, cans, paper waste, food scraps, construction debris, hazardous materials, sharps,

paint, chemicals, or motor oil are found, an image will be taken and a contamination fee will be assessed. Customer will be responsible for any additional cleaning fees, disposal costs, or damages resulting from improper use.

4. Customer Responsibilities

- **Equipment Damage:** Customer is responsible (including costs) for any damage, loss, or abuse to the unit while it is in their possession, beyond normal wear and tear. This includes damage caused by paint, misuse, fire, heavy equipment, 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 portable units 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 unit. Title and liability for any such materials remain with 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 3:00 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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5. 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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6. Property Damage Waiver

Customer acknowledges that movement and service of units may damage surfaces such as driveways, pavement, landscaping, curbs, septic systems, or underground utilities. DCW is not liable for any damage to property resulting from normal operations, including the placement, servicing, or removal of portable units.

7. Indemnification

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

8. Agreement Acceptance

This agreement is binding upon payment for services rendered or by accepting delivery of a portable unit 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.

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