

## **HILLCO Disposal**

(757) 301-9669

Hillcodisposal.com

### **Dumpster Rental Contract and Terms and Conditions**

This agreement is between HILLCO DISPOSAL AND RECYCLING LLC, 2129 GENERAL BOOTH BLVD, VIRGINIA BEACH, VA 23454 and

\_\_\_\_\_(CUSTOMER).

**CUSTOMER'S AGREEMENT TO PAY FOR SERVICES:** CUSTOMER payment is due to the COMPANY for the service charge and adjustments as set forth in this contract at the time of ordering. NON-INVOICE CUSTOMERS will have payment arrangements before the roll container is dropped. CUSTOMERS with pre-approved payment arrangement with the COMPANY shall pay within fifteen (15) days from the date of invoice. Invoiced not fulfilled within the pay period are subject to a 20% late fee. The rate for the proper disposal of the contents of the roll off container is indicated by the customer for each roll off container. Additional extended service area fuel or toll charges may apply, and if so, will be noted in the "Additional Charges" section of this contract. COMPANY may terminate this agreement if CUSTOMER fails to pay the service charge or should the credit worthiness of the CUSTOMER not be acceptable to the COMPANY. No container shall be removed unless paid for.

**SERVICE:** CUSTOMER agrees to give HILLCO DISPOSAL at least a one (1) business day notice for service (dumpster delivery, exchange, pickup or relocation). If a CUSTOMER calls on a Friday, the next business day is Monday, unless Monday is a holiday. If a call for service is received after 4PM, HILLCO DISPOSAL cannot guarantee service for the next business day. There may be times when a delay could be incurred in servicing your needs due to inclement weather, traffic conditions, vehicle service, landfill or transfer station delays, etc. Rental periods are 14 days, added fees may apply when needed/seasonal.

**INABILITY TO DELIVER OR PICK UP:** If HILLCO DISPOSAL attempts to deliver or pick up a dumpster and the dumpster is blocked or a gate is locked or prevented in any way from delivering or picking up a dumpster (including being turned away) the CUSTOMER may be charged a \$150 No Service fee. If unable to pick up container due to excessive load size/overfilled dumpster, a portion of the load must be removed by CUSTOMER. If all excess debris is not removed, HILLCO DISPOSAL may dump excess on the site to collect said container. HILLCO DISPOSAL reserves the right to refuse to pick-up a dumpster with an estimated weight in excess of 10,000 pounds (5 tons). If overweight, the CUSTOMER will be responsible for removing debris down to less than 10,000 pounds (5 tons). This applies to single axel trucks ONLY.

**PROHIBITED WASTE: NO** Hazardous waste, industrial waste, chemical products, oil filters, herbicides & pesticides, radioactive material, solvents, paint (except completely dried latex paint cans, no liquids), other flammable liquids, aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil/oil filters, contaminated oils (mixed with solvents, gasoline, etc.), antifreeze, freon appliances, petroleum-contaminated soil, lead paint chips, **tires**, railroad ties, medical waste, asbestos, animals, barrels, flammable, toxic, and/or hazardous material, thinners, lacquers, infectious waste, contaminated soils, fuels, car batteries, adhesives or industrial drums, or "Special" waste, as defined by applicable Local, State and Federal laws or regulations. We **cannot** accept refrigerators, freezer units, and air conditioners. Any of these items found in the container must be removed or we have the right to dump the load at the job site. **If such items are hidden in the dumpster and COMPANY is charged at the dump site, CUSTOMER agrees to pay actual charges and fines. CUSTOMER is responsible for contents of the container during rental period, and for any charges associated with restricted contents.**

**CONTAINERS:** All containers furnished by HILLCO DISPOSAL shall remain the property of the COMPANY and customer SHALL not modify or use the containers for any purpose other than relating to the COMPANY'S service. CUSTOMER shall not move, transport or otherwise relocate the container(s) while in the CUSTOMER'S possession. CUSTOMER accepts responsibility and liability for any loss of, or damage to the container(s) while in CUSTOMER'S possession. CUSTOMER shall provide a suitable site for the container(s) and grants the COMPANY the right to access to the container(s) at all reasonable times. Additional charge of \$50.00 will apply if: (a) container(s) are unserviceable due to CUSTOMER'S failure to provide access and a return trip is required for pickup, or (b) driver arrives for requested pickup and customer requests dumpster not be taken (even if it is within the original rental period). Federal, state and local laws govern the transportation and gross vehicle weight of over-the-road vehicles. Debris may be loaded to the top fill line of the roll off container. We **DO NOT ACCEPT** Dirt, concrete, brick, block and asphalt materials. **If COMPANY is unable to tarp container due to overfill or if unsafe to transport, COMPANY has the right to dump all or part of the load on site.**

**CUSTOMER'S RESPONSIBILITY.** HILLCO DISPOSAL shall not be liable for any claims for damage to CUSTOMER'S pavement or driveway surface resulting from the roll-off container or COMPANY truck servicing the container. If CUSTOMER requests placement of container on any grass or dirt surface, HILLCO DISPOSAL is not liable for any damages to such surfaces by truck or container. CUSTOMER must assure a minimum of 15' overhead clearance for all power, phone, cable, and other lines. CUSTOMER releases COMPANY, and shall indemnify, defend and hold harmless COMPANY against all claims, damage to property arising out of CUSTOMER'S use, operation or possession of the container. COMPANY shall not be liable to CUSTOMER for failure to perform the services due to events beyond its control, including but not limited to strikes, riots, fires, floods, and governmental actions, changes in law, weather, traffic, or acts of God. CUSTOMER is responsible for any necessary permits, and agrees to pay any fines or fees associated with obtaining permits, or moving the dumpster in case a permit was not obtained and was required. Move fee is \$50.00. **If driver believes placement will cause damage to property, container or vehicles: driver can refuse placement of the container and suggest a more suitable location.**

**WEIGHT LIMITS.** The weight limit for each dumpster size is defined below, any overweight load will be billed at \$65 per ton, in exact increments over the limit. If the load exceeds the legal limits of the container or vehicle, customer must remove that weight sufficient to bring the load into legal compliance. If customer refuses to do so, COMPANY reserves the right to dump all or any portion of the load at the job site.

**DUMPSTER RENTAL RATES AND CHARGES**

HILLCO DISPOSAL & RECYCLING RESERVES THE RIGHT TO CHANGE PRICING AT ANY NOTICE  
 This agreement is entered before container delivery: By renting a container you agree to all terms and conditions listed above

SIZE	PRICE	WEIGHT
12 YD.	\$260	4,000 LBS (2 TON)
<b>ADDITIONAL CHARGES:</b>		
Weight Overage Charge		\$65/TON
Dumpster Move Charge		\$50
Time Overage Charge		\$5/DAY
Fuel/Toll Charge		Variable
Unqualified Debris Charge		Variable

Last Change Date July 23<sup>rd</sup>, 2019