

# TERMS and CONDITIONS Waste Hauling and Disposal Services

#### RESTRICTIONS

Roll Off Xpress is qualified and permitted to haul selected hazardous waste materials. Customers must get prior approval for hazardous waste disposal.

Without approval, customers are to refrain from disposal of any waste that is or contains explosive, corrosive, volatile, radioactive, biomedical, infectious, biohazard, toxic, flammable, illegal, dangerous, or unsafe for transport and disposal in accordance with State, Federal, Local, EPA, and RCRA regulations. Customer will be responsible for removal of hazards taken to landfill and any fines assessed.

Cost of rental includes weight specific to size of container for disposal, exceeding weight will also be an over tonnage rate of \$55.

All concrete disposal requires prior authorization for heavy haul, 12 yard container with up to 8 tons maximum.

Standard Rental is 7 Days, charges of \$15 per day will be issued after. Roll Off Xpress will not automatically pick up assets after the 7 day period, they must be called off to 303-759-0706.

#### SITE CONDITIONS

Placement of containers is at the Customer's discretion and as such, damage to concrete, asphalt, or any other surface unable to bear the weight of the container empty or full is at the customers risk and responsibility.

If we are unable to deliver due to obstructions beyond our control, there will be a Trip Charge assessed as a dry run fee of \$150.

State law governs gross vehicle weight and any overage charges for excess tonnage will be paid by customer. Roll Off Xpress cannot transport containers that are overloaded, overweight. Customer is responsible for

## **PAYMENT**

Customer agrees to pay invoices received by Roll Off Xpress upon receipt. Invoices unpaid after 30 days a late fee will be assessed of \$50. Any outstanding invoice for 60 days or more will be subject to collection action

# **EQUIPMENT**

Ownership of equipment shall remain with Roll Off Xpress; however, the Customer acknowledges the care, custody, and control of the equipment while at your site. Damage and/or loss of Roll Off Xpress equipment beyond normal wear and tear are the responsibility of the Customer.

## ATTORNEY FEES

Breach of this contract will result in the party breaching the contract paying for all reasonable costs for collection, attorney, and all legal costs incurred for litigation. Customer shall indemnify Roll Off Xpress for all costs and damages suffered by Roll Off Xpress as a result of the customers actual or threatened breach of this Agreement.

Acceptance of equipment is acknowledgment, understanding and acceptance of these terms and conditions.