



# ROLL-OFF SERVICE CONTRACT

## BIG RED RECYCLES & HAULS



Dump a Little, Dump A LOT Metered Roll-offs

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between Big Red Recycles & Hauls and \_\_\_\_\_ (Customer), \_\_\_\_\_ (phone), for service at: \_\_\_\_\_ as follows:

**1. Duties of Big Red Recycles & Hauls.** Big Red Recycles & Hauls will provide the waste hauling services to Customer. Known as "Services". The service includes a roll-off dumpster, stored at customer's location, that is used to haul the waste. The service length is no longer than seven (7) days at which time the dumpster and waste will be removed as scheduled with the customer. Additional days of service may be available based on customer's needs, additional storage and/or service charges may apply.

**2. Duties of Customer.** Customer is responsible for filling the roll-off dumpster provided for the Services before the customer scheduled pickup time.

**2.1. Restrictions.** Customer is encouraged to dispose of all waste in the dumpster provided for the waste hauling service.

Customer is responsible for all items in the dumpster. Please call Big Red Recycles & Hauls to discuss any questions Customer may have. There are, however, some materials that are not allowed:

**2.1.1. No Hazardous Waste.** No hazardous waste (e.g., explosives, propane tanks, flammable or corrosive liquids including paint, stain, gasoline, motor oils, car batteries, transmission fluid, pesticides, televisions, electronics) are allowed. Please call Big Red Recycles & Hauls to discuss proper disposal options.

**2.1.2. No Biohazards.** No biohazardous waste and biomedical waste (e.g., needles, syringes, or lancets) are allowed.

**2.1.3. Dirt and Masonry Upon Request.** Dirt and masonry products are allowed only when arranged at time of dumpster order. Additional Charges may apply.

**2.2. Removal of Restricted Items.** If, on inspection and tarping of dumpster, any hazardous or non allowed item is found, it will be removed and left on premises. If such items are not located upon pickup, an Additional Charge will apply.

**2.3. No Overfilling.** Customer must not overfill a roll-off dumpster beyond the height of the roll-off dumpster's walls (see Schedule A) or there will be an Additional Charge for removal of excess waste and additional trips for removing the excess waste.

**3. Warranties and Release of Liability and Indemnification.** Big Red Recycles & Hauls makes no warranties, express or implied unless explicitly offered in this agreement. After satisfactory completion, Customer agrees to indemnify and hold Big Red Recycles & Hauls harmless against any and all claims, costs, and expenses, including attorney's fees. These claims may include, but are not limited to:

**3.1. Property Damage.** Any claims of property damaged experienced. Big Red Recycles & Hauls alerts the Customer that roll-off dumpsters, when loaded are extremely HEAVY and may cause damage to lawns, sidewalks, driveways, septic systems, other underground facilities and roadways.

**3.2. Any other claims.** Customer releases Big Red Recycles & Hauls from any claims arising from the Services.

**4. Payment:** Customer agrees to pay Big Red Recycles & Hauls any service fee or Additional Charges for services rendered within 15 days of service. If payment is not made at the time required, any unpaid balance is subject to interest charges of 21% per annum or the highest interest rate allowed by law, whichever is less.

**5. Service Fees and Other Charges.** When the Services are ordered or before dumpster placement at customer's location, a payment equal to the minimum charge at Line "A" in Schedule A is required. At end of service, but before any waste is removed, Customer must pay the balance of the amount in the Schedule A, based on "Dump a Little, Dump A LOT Metered Roll-offs fill marks". If Customer requests additional Big Red Recycles & Hauls services or any other additions to the job information described in the Schedule A, such additional costs will be charged as "Additional Charges". Customer agrees to pay such Additional Charges and agrees that any additional services resulting in Additional Charges will be subject to this agreement. Charges that may be applied for the Services can include, but are not limited to:

**5.1. Service Fee.** There will be a service fee for the waste removal service.

**5.2. Storage Fee.** A storage fee will be charged for storage of the dumpster at your site beyond 7 days. A 10% service fee discount will be applied for less than 4 days at your site.

**5.2.1. Not a Rental.** The storage of the dumpster at your site is not a rental of the dumpster, but a storage fee convenience charge for the convenience of the waste removal dumpster being located at your site during the provision the waste removal service.

**5.3.Extra Tonnage.** If the dumpster is over the allowable weight limit, an extra tonnage fee may be charged as Additional Charges.

**5.4.Damage to Service Vehicle.** If the service vehicle is damaged on your property through no fault of Big Red Recycles & Hauls, there may be an Additional Charge.

**5.5.Damage to Roll-off dumpster.** If the roll-off dumpster is damaged while located at your site, there may be an Additional Charge.

**5.6.Hazardous Waste Disposal.** If hazardous waste is placed in the roll-off dumpster, there will be an additional charge for hazardous waste disposal.

**5.7.Extra Clean-Up For Failure to Notice of Fluids.** If fluids are not properly drained, marked, or contained, there may be an additional charge for the required clean-up of spilled fluids.

**5.8.Trip Charge.** If the dumpster is not ready or able to be picked-up at the scheduled time, a trip charge will be applied.

**5.9.Overfilled dumpster Charge.** If the dumpster is filled past the top of the dumpster, items will be removed and Additional Charges may apply.

**5.10. Restricted Items in dumpster.** If restricted items are not discovered until unloading and disposing, there will be a hazardous waste penalty and a minimum \$100 charge to dispose of properly.

**5.11. Sales Tax.** Customer shall, in addition to the other amounts payable under this agreement, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the Services provided under this agreement.

**6. Credit Card Authorization.** Customer authorizes Big Red Recycles & Hauls to process and charge Customer's credit or debit card account for any and all amounts due in this agreement. This authorization includes any Additional Charges incurred. Customer acknowledges receipt of the goods and services indicated in this agreement and agrees to perform the obligations set forth in their Cardholder Agreement with the issuer of the credit card. Credit card transactions must be approved before they are accepted as payment.

**card number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **expiration date** \_\_\_\_\_ - \_\_\_\_\_

**security code** \_\_\_\_\_ **billing ZIP code** \_\_\_\_\_ **name on card** \_\_\_\_\_

**7. Costs of Collection.** Customer agrees to pay all collection costs, including legal fees, incurred by Big Red Recycles & Hauls in pursuit of collecting payment. Once collected, payments will be applied first to costs incurred for collecting, next to accrued interest and finally to the principal owed. Interest begins accruing from the due date. Customer agrees that any claim for price adjustment shall not be reason, cause, or defense for failure to make full payment of the amount owed in this agreement.

**8. Default.** Failure of client to make any payment within 30 days of its due date shall be considered an Event of Default.

**9. Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement and the obligations and responsibilities of the parties or the breach or alleged breach by any of the parties of their respective obligations shall be settled in and governed by the laws and procedures of El Paso County in the state of Colorado. Notice to cure any breach of this contract shall give at least 15 days to bring compliance with the obligations and responsibilities of this contract.

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Big Red Recycles & Hauls

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Customer



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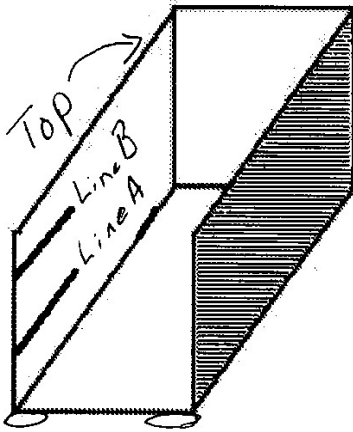
### Schedule A

Current Price Quote for ROLL-OFF SERVICE CONTRACT "Dump a Little, Dump A LOT Metered Roll-offs fill marks":

Up to 6 cubic yards (line A) and 2 tons \$195.00 also known as the minimum service charge.

>6 cubic yards up to 15 cubic yards (line B) and 3 tons \$260.00.

>15 cubic yards up to 20 cubic yards (top of dumpster) and 4 tons \$285.00.



### Disposal/Recycle Fees for Other Items:

Televisions \$3.00 per inch measured diagonally, \$30.00 minimum.

Mattresses/Box Springs \$30.00 per piece.

Additional Storage Fees: \$25.00 per day, assuming availability.

Tonnage overages: \$45 per ton or portion thereof.

Extra Trip charge: \$75.00

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Customer signature