

#### P.O. BOX 234, WICHITA, KS. 67201 316.686.1959 WWW.BRADBURNCORP.COM



Thank you for renting a roll-off dumpster from us. This document is designed to make your service and rental as efficient and cost effective as possible. Please read the entire document prior to signing, as it is a contract.

### AGREEMENT

Loading Level & Weight Instructions - The customer is responsible for the filling of the dumpster and its contents. The roll-off boxes must be loaded evenly and level - nothing should extend higher than the side or top rails. Concrete, dirt, rocks, brick, asphalt, stucco, and other heavy inert materials may not be loaded any higher than 2 feet above the bin floor in any size dumpster. The maximum weight limit on roll-off dumpsters to be hauled is 8 tons (16,000 lbs.). Overweight loads are dangerous and subject to be dumped and reloaded at the customer's expense.

Acceptable Materials - At the construction landfill \$35.00 per ton. Tonnage rate subject to change. Appliances (except refrigerators & air conditioners), Units that contain Freon or that have a motor will require Special Handling (surcharge will apply), Bricks and Masonry material, Clean rubble (rock, dirt), Concrete, Construction/Builders packaging, Drywall, Glass, Furniture, Friable asbestos waste (surcharge will apply), Metal, Floor tile & Roofing material (Containing non-friable asbestos), Wood waste non-contaminated, Non friable asbestos insulation, Plaster, Plumbing fixtures & Pipe, Small amounts of food waste generated by consumption at construction or demolition sites including but not limited to cups, bags and bottles, Trees-Brush & Sod, Wooden pallets. INITIAL \_\_\_\_

Unacceptable Materials At the construction landfill (must go to transfer station) \$65.00 plus Environmental fee 5% per ton - Buckets & Drums (even from construction), Batteries, Bulk leaves, Bulk grass clippings, Clothing, Common household garbage, Chemicals, Computer monitors, Computer components, Electrical equipment containing hazardous materials, Mud trap waste, Oil, Paint cans, Spray paint cans, Sheets -towels-pillows-bedding items, Tires (whole, cut, or baled) Toys, Trash bags unless demonstrated to contain only acceptable C&D wastes, TV's-VCR's stereos etc. INITIAL \_

Roll-off Rates & Scheduling - Rates charged for roll-off services include delivery fees, hauling fees per dumpster & container rental up to 14 days. Overweight charges if over 8 tons, delay charges if the dumpster is overfull or inaccessible, labor charges to adjust uneven or unsafe loads, or any additional fees for unacceptable items will be additional. Bradburn Waste Disposal requires a flat and level surface for box placement. Please provide a minimum of (1) full day notification in advance when scheduling service. The customer is responsible for any local city or municipality permit that may be required. Prices are subject to change.

Dumpster Rental Rate \$ \_\_\_\_\_ per day after 14 free days. Container size \_\_\_\_\_ CY. Hauling Fee per load \$ \_\_\_\_

Return trip fee to move container \$ \_\_\_\_

NAME	CONTACT
STREET ADDRESS	PHONE
CITY STATE ZIP	E-MAIL
JOBSITE ADDRESS	OWNER ADDRESS
PROPERTY OWNER	OWNER CONTACT
CREDIT CARD / PAYMENT AUTHORIZATION CARDHOLDER	DATE
NAME	CREDIT CARD (circle) MC VISA AMEX DISC
BILLING ADDRESS	CC#
CITY STATE ZIP	EXPIRATION & CRV
AMOUNT OF CHARGE	I authorize the balance due to be charged to my card
TERMS DUE UPON RECEIPT: Initial deposit of \$ due at the time of order	

If payment arrangements are not made within BRADBURN WASTE DISPOSAL terms. At the end of each month is card with be charged for each haul and order tonnage.

SIGNATURE \_\_\_\_\_

Printed \_\_\_\_\_ Date \_\_\_\_\_



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## **ROLL-OFF CONTAINER SERVICE AGREEMENT**

- 1. This serves as a contractual agreement for all roll-off bins or containers referred to as "equipment" rented by the Lessee from the Lessor commencing at the time the equipment is delivered and ending upon return to the Lessor's possession and or premises. Lessee shall not sublet equipment.
- 2. Customer agrees to obtain all necessary permits and insure that all ordinances and laws are observed in accordance with the use of the equipment.
- 3. Customer agrees to indemnify and hold harmless BRADBURN WASTE DISPOSAL of any damage, which may occur to the property where the equipment is located. All reasonable care will be taken during placement and removal of the equipment to protect the property. BRADBURN WASTE DISPOSAL will not be responsible for pavement markings, road surfaces, sod, lawn, asphalt, landscaping, overhead obstructions, etc.
- 4. Lessee is responsible for any and all damage from the time the equipment is delivered until it is returned. This includes but is not limited to fire, theft, vandalism, negligence, graffiti, natural disaster, or other activity, which causes damages.
- 5. Customer acknowledges that during the container rental, they will retain, care for, and control container contents. Customer will indemnify and hold harmless BRADBURN WASTE DISPOSAL, its owners, its employees, agents, and corporate associates of any damage or injury to persons or property while container is in the customer's possession and until the contents are disposed of and or processed.
- 6. Customer is fully responsible for the entire contents of the container and is the rightful owner of the contents of the container until the container is disposed and accepted without protest by the prospective disposal facility. In the event that contents that are not allowed by this contract or any State, County, City, or Federal agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense.
- 7. Take responsibility for any damage to BRADBURN WASTE DISPOSAL'S roll-off container(s) while on my property or jobsite. If a container must be moved from the area the container was placed, I will not attempt to move it. I will call BRADBURN WASTE DISPOSAL to move the container.
- 8. I fully understand the terms set forth in this waiver, and I hereby waive my right to hold BRADBURN WASTE DISPOSAL responsible for any damage to my property, jobsite or person in connection with the delivery, use or pickup of a roll-off container. I hereby waive my right freely and voluntarily without any inducement, assurance, or guarantee being made to me fully allowed by law.

# Liability Release / Account Agreement & Terms of sale

- 9. I, the undersigned, release BRADBURN WASTE DISPOSAL from all responsibility for damages that may occur during the placement of the container, including box damages, graffiti, and /or damages caused by the weight of the truck or the weight of the container. I agree unconditionally to pay for all services rendered, including reasonable attorney's fees incurred in the collection of monies owed. The undersigned applies for credit and hereby consents to any investigation of his / her / its credit history, which BRADBURN WASTE DISPOSAL deems necessary for determining approval. BRADBURN WASTE DISPOSAL reserves the right to limit or withdraw credit or services at any time. The undersigned understands that full payment is due upon receipt of invoices. The undersigned agrees that any balances due may be charged to authorized credit cards on file. Balances are subject to 1.5% late charges (per month) on any outstanding balance, if not received according to terms. \*\*If delinquent accounts are not paid in 30 days, Bradburn Waste Disposal will file a lien on the property. \*\*
- 10. Must be present at time of delivery.

SIGNATURE \_\_\_\_\_

Printed \_\_\_\_\_