

# SEYREK DISPOSAL, LLC

## Roll-Off Dumpster Service Terms and Conditions

**SERVICES PROVIDED.** Seyrek Disposal, LLC will provide Customers with a residential/commercial roll off garbage container size agreed to between the customers and Seyrek Disposal. Please note Terms and conditions are marked approved upon delivery of roll off container.

**TIME PERIOD.** Seyrek disposal will deliver the specified roll off container to the location requested by the customer. The standard time period for a roll off container to be on site is **3 days** in total. There will be an additional charge for any days over three on location. If the containers are not accessible on collection day Seyrek reserves the right to return a different day and charge the additional day fee per day the container is uncollected. If Roll Off is filled above the "Fill Line" which is marked on container, Seyrek disposal reserves the right to refuse collection, or charge an additional applicable fee (\$75.00 if over fill line, or up to \$150.00 if a portion must be emptied in order for the roll off to be collected resulting in 2 separate dumps).

**CHARGES.** Roll off containers are charged at the rates specified within the invoice. This includes a one-time delivery and collection fee. The minimum amount for waste in the container is **two tons**. After collection the containers are weighed pre and post emptying, by a disposal facility which has been issued all applicable permits and licenses, in accordance with all applicable laws, ordinances and rules. There is an additional fee added per ton of waste in the container over the minimum of two tons, as priced on the invoice.

**DAMAGES.** Seyrek disposal will not be held responsible for any damages done to any driveway, lawn areas or other property while delivering or collecting the container. When on site, any damages that may be caused are the sole responsibility of the customer. Including but not limited to damages to driveways, lawn areas, the container itself or any vehicles in the area.

**CUSTOMER WARRANTIES.** Waste / recycling shall not be or contain any unacceptable waste. "Unacceptable waste" means: Waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, tires, regulated medical or hazardous waste or toxic substances, or contain asbestos, as defined pursuant to or listed or regulated under applicable federal, state or local law. Customers are responsible for any and all damage to the roll off dumpster (meaning, plow damage, paint, vandalism, etc.). These damages may end up being charged, prices to vary depending on damage to containers.

**INSPECTION; TITLE TO AND REJECTION OF WASTE.** Seyrek Disposal shall have the right to inspect, analyze or test any waste delivered by Customer. Title to and liability for unacceptable waste shall remain with customer at all times. If customer waste is unacceptable waste, Seyrek Disposal has the option to reject unacceptable waste and return it to customer or require customer to remove and dispose waste at customer's expense. Unacceptable materials include items such as hazardous materials, items containing Freon, asphalt, cement and large volumes of landscaping material.

**COMPANY WARRANTIES.** Seyrek Disposal hereby represents and warrants that: (a) Seyrek Disposal will manage the Customer's Waste (excluding unacceptable waste) in a safe and professional manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of the Waste.

**CHARGES AND PAYMENTS.** Customer shall pay the rates set forth per invoiced agreement which rates may be modified and adjusted as provided in this Agreement. Upon rental of any roll off customers will agree to have their payment information saved on file. Customer is responsible to pay off any invoices by the due date, if the invoice becomes outstanding Seyrek Disposal, LLC reserves the right to charge the card saved on file. For any failed or unprocessed transaction the account/invoice will be subject to further financial charges.