



Terms and Conditions

ITEMS NOT PERMITTED IN CONTAINERS

No Hazardous material, biohazard materials, toxic materials, automobiles, automotive tires, air conditioners, refrigerate containing devices, contaminated soil, paint, oil of any kind, pressured tanks, batteries, liquids, poisons, pesticides, herbicides, gasoline.

1. Payment

Credit Card Payment

Payment is due at time of reservation for non-account holding clients. We accept Visa, MasterCard, Discover, and American Express. You may provide a check on site. By providing Mountain Waste Disposal LLC with your credit/debit card, you authorize us to charge the amount set forth within this contract. You also authorize us to charge the provided credit card any additional fees that may be incurred upon the removal of the dumpster can. Such fees may include: overweight fees, daily rental fees, service attempts, etc. Full payment is required and full amount will be charged to the credit/debit provided. If your card is declined, your reservation will not be placed on the schedule.

2. Charges

Invoicing

Customer agrees to pay for the services provided in accordance with the schedule of charges set forth herein. Customer agrees that the Additional and special disposal charges of this agreement may vary depending upon prevailing municipal or local rates and may change without notice to Customer. Customer agrees to pay for services upon receipt of invoice. Any unpaid invoice over 30 days will incur a 2.0% monthly finance charge, 24% annually. There will be a \$50 charge for all returned checks. Customer agrees to pay any and all fees required for collection of monies due, including reasonable attorneys fees and/or collection fees and expenses.

3. Waste Materials, Hold Harmless & Indemnification

Mountain Waste Disposal LLC agrees to collect and dispose of solid waste materials which shall not include hazardous, toxic, highly flammable, volatile, radioactive, biomedical, infectious, explosive or any other substance listed or characterized as hazardous by the United States Environmental Protection Agency or any other state or local agency. In the event prohibited waste is found in the Customer's container, title to all prohibited waste shall remain with Customer and Customer will defend, indemnify and hold harmless Mountain Waste Disposal LLC from any and all claims, suits, damages, penalties, fines or other liabilities. The indemnities herein shall survive the termination of this agreement.



4. Property Damage

Customer is responsible for any property damage due to placement of the container that was designated by the Customer. Customer is responsible for boards to help prevent damage, however we cannot guarantee that damage will not incur.

Mountain Waste Disposal LLC is indemnified from any and all damage to asphalt, tar and chip, or gravel driveways/parking areas or underground public or private utilities located on your property which may or could be damaged as a result from trucks crossing over said surfaces or utilities or as a result of any and all truck traffic.

5. Equipment Damage

Customer agrees that the container placed at the customer's address remains the property of Mountain Waste Disposal LLC. Customer agrees to care for the container and any damage or loss of the container is the responsibility of the customer. Damage caused by excess loads, unstable surfaces, abuse/misuse of container (s) or vandalism will be the sole responsibility of the customer. Customer agrees not to move or alter the equipment.

If the container needs to be moved, customer will contact Mountain Waste Disposal LLC and pay a relocation fee of \$150.

Customer agrees that the container will only be used for its intended purposes. The customer is responsible for assuming that no one will play in, on or around or occupy the container for any purpose. All equipment furnished by Mountain Waste Disposal LLC under this agreement is intended for the use of Customer only. While the equipment is under the custody of Customer, Customer agrees to defend, indemnify and hold harmless Mountain Waste Disposal LLC from and against all claims for loss or damage to person or property, to the environment, arising from the placement of the container or the use thereof by Customer. Customer shall not make any alterations to, or at any time obstruct access to the equipment.

6. State/County/City Permits

Every county and city locality operates differently; Customer are responsible for obtaining any required permits. Customer is responsible for any fines, impounds or costs incurred from the state, county or city while the dumpster is at the service location.



7. Weight Limits/Container Overfill

If container is overloaded, customer is responsible for fixing the container to where it can be hauled.

Materials in containers must not exceed the height of the container. Please keep all materials inside the container. If any material needs to be removed by the driver to safely load or unload the container, you will be charged a rate of \$80/hr. for the time and labor of the driver.

8. Service Attempt Fee

If you call for service, and we arrive to find that the container (s) is not ready to be placed or picked up, you will be charged a service attempt fee for the trip of \$150.

9. Subsequent Dumpster Cans

In the event that a second dumpster can is needed that was not originally written up in this contract, customer will need to call Mountain Waste Disposal LLC and request a pickup and request the delivery of another dumpster can. Customer agrees that their credit card/invoice will be charged for any subsequent deliveries. Customer is responsible for requesting any dumpster can size changes.

10. Service Agreement Cancellations

Service agreement may be cancelled. Customer agrees to notify Mountain Waste Disposal LLC within reasonable time of the cancellation. Reasonable time being at least 24 hours ahead of scheduled delivery time. If the driver is not in route to the service location and reasonable time was not provided, a \$50 fee will be incurred. If the driver is in route to the service location and reasonable time was not provided, the customer will be charged a \$150 service attempt fee.

11. Service Agreement Modifications

If a modification to the service agreement needs to be made, customer agrees to provide at least 24 notification to Mountain Waste Disposal LLC.

If the driver is not in route to the service location and reasonable time was not provided, a \$50 fee will be incurred. If the driver is in route to the service location and reasonable time was not provided, the customer will be charged \$150.



12. Use of Containers

Customer will make every attempt to try to evenly distribute the weight among the container.

Customer is responsible for the entire contents of container and is the rightful owner of the contents until disposed and accepted by the landfill facility. Customer is responsible for any content deemed by the landfill as unauthorized. Mountain Waste Disposal LLC reserves the right to charge up to \$100 per item placed in the container.

Materials such as concrete, brick, sand or other heavy material can only be placed in 20 Yard containers. These materials cannot be mixed in with other materials. A container must be designated for one type of material only. If other material other than what is intended to be placed in container is found, the customer is responsible for separating the material. The container cannot be filled more than 1/2 of the container's height. Customer will be responsible for any fees incurred as a result of the container's weight or damage caused to the container.

Trees, stumps and other landscape debris cannot be mixed in with other material and will require a separate container from that of other material. If other material other than the tree, stumps, or landscape debris is found, the customer is responsible for separating the material.

13. Governing Law and Venue

This agreement shall be governed and construed pursuant to the laws of the Commonwealth of Virginia. Exclusive venue for any and all actions arising out of this agreement shall be the State Courts of Alleghany County, Virginia.