

Terms and Conditions/Release of Liability

PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS APPLY TO ALL ONLINE, EMAIL, FAX, PHONE AND PERSON TO PERSON CUSTOMER REQUEST FOR SERVICES.

1. Customer will accept full responsibility for contents of dumpster and agrees to additional charges if the dumpster contains unacceptable materials or is over the allotted weight limit for the rental. Weight charges are billed at \$175 per ton. The Customer's credit/debit card will be charged for any outstanding balance after the dumpster has been removed from the property and taken to an approved refuse facility.
2. Do not overload dumpster; load to the fill line only or dumpster may not be hauled for safety reasons. Customer is responsible for unloading excess debris at their expense. Any overweight citations or legal judgments against Micata Management while hauling from the Customer's job site will be paid by customer.
3. Customer is responsible for having a clear and accessible path for servicing dumpsters. If dumpster is inaccessible or not ready for pick up or drop off, a trip fee will apply. Valid reasons for us to charge a client the trip fee includes, but not limited to: overloaded dumpsters, low laying power lines or tree branches, cars or any items or materials blocking access to the dumpster, dumpsters that are too heavy to be removed, locked gates or fences, inaccessible driveways or parking lots, or for any reasons out of our control. The trip fee can range anywhere from \$50 - \$150. This fee covers driver's pay, fuel and time for re-routing the driver's planned schedule.
4. Micata Management charges a \$25 fee for cancelled orders before 3pm on the prior business day of delivery. Orders cancelled after 3pm of prior date of delivery will incur a \$150 charge.
5. Dumpsters are not to be moved by Customers. We will relocate the dumpster for you, however, a trip fee will incur. Customer is responsible for any damages done to dumpsters while on their job site. Costs of damages will be charged back to Customer.
6. If it rains, snows, sleet, hails, etc. while the dumpster is in your possession, the weight of your dumpster may be affected. Micata Management has no control over these events. We do not have any tools or technology to prevent rain, snow, etc. from entering your dumpster. The Customer has the option to cover the dumpster to prevent the entry of rain or snow using a tarp, sheets of plywood or any other type of barrier. The dumpsters are not water-tight and will not hold water beyond the saturation of materials in the dumpster and/or minimal pooling on the floor of the dumpster.

*Please understand, charges are based on weight regardless if the dumpster is heavier due to water saturation. No discounts or rebates will be given if weather affects the weight of your dumpster.
7. Customer will accept full responsibility for any damage to their driveway, lawn, etc., which is a result of the delivery and/or pickup of dumpster under the direction of the Customer or individuals working for the Customer.
8. Customer is responsible for any fines, impounds, or costs incurred from the state, county, or jurisdictions while dumpster is on Customer job site.
9. It is the Customer's responsibility to contact Micata Management when the dumpster is ready for pick up. Rental time stops once the Customer has notified Micata Management that the dumpster is ready for removal. Rental is up to 10 days and then \$50 per week starting on the 15th day. Our internet weekend specials are automatically removed after the rental period is up. Weekend specials are delivered on Friday and picked up on Monday.

- 10. Customer understands the rental time for the dumpster and that at any time after the rental period, Micata Management may remove the dumpster. The dumpster will not be removed until the balance on the account has been paid in full.
- 11. Customer understands that in the event the Customer fails to pay in full, Micata Management may refer such matters to an attorney or collection agency. Customer agrees to pay, in addition to any amount due, all costs incurred by Micata Management as a result of this action, including court fees, collection fees and late fees. A Mechanic's Lien will be placed on the property once an account goes into Collection status.
- 12. I do hereby release Micata Management, LLC of any damage that may be sustained to the above stated property to include, but not limited to: concrete or asphalt driveways and curbs, sidewalks, other concrete work, fences, landscaping, sprinkler systems, grass, trees, bushes or any other items, while we are delivering or removing a dumpster on the above stated property.
- 13. Ordering a container from this website constitutes a personal guarantee. All information is treated with the strictest confidentiality.

I, _____ of _____
 (PRINT your name) (PRINT address of property)

request that the dumpster be placed on the property as follows:

I estimate the use of dumpster for the duration of up to 10 days* _____ or

- _____ 3 weeks
- _____ 1 month
- _____ More than 1 month

* \$50 additional per week begins after 14 days.

I have read the above terms and conditions and by signing below, I accept the terms of this liability release form, and affirm that I am authorized to sign this agreement.

Customer Signature: _____ Date: _____

OR

Contractor Signature: _____ Date: _____