

SERVICES & FEE SCHEDULE (as of January 1, 2025)

All payments via credit card shall incur a three-and-a-half percent (3.5%) transaction fee on the total cost.

Rental & Service Charges:

- a) The fee for dumpsters is determined by the size of the dumpster rented by Customer and the length of time the dumpster is retained by Customer. The amount of waste allowed per dumpster is 2,000 pounds (*i.e.*, one (1) ton). The fee schedule is as follows:

Dumpster Size	Charge for Equipment (\$/Day)	Extra Charges Based on Additional Rental Time Period & Services
10CY	\$300.00 for 1-3 day rental \$350.00 for 4-7 day rental	\$25 per day after the 7-day rental
15CY	\$350.00 for 1 -3 day rental \$400.00 for 4-7 day rental	\$25 per day after the 7-day rental
20CY	\$400.00 for 1-3 day rental \$450.00 for 4-7 day rental	\$25 per day after the 7-day rental

Per the dump site, extra fees will be charged in accordance with their fee schedule. As of August 1, 2025, the extra fees shall be the following but may increase without notice in accordance with the dump site's increases.

Add-On Items	Fee per item
Appliances (<i>e.g.</i> , Refrigerator; Oven; Stove; Microwave; etc.)	\$50
Box Spring	\$30
Mattress	\$50
Couch	\$75
Electronics	\$50

THE FOLLOWING ITEMS AND MATERIALS ARE NOT TO BE PLACED INTO DUMPSTERS AND CANNOT BE HAULED AWAY DUE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS:

- **NO HAZARDOUS MATERIALS & WASTE.**
- **LIQUIDS**
- **TIRES**
- **PAINT**
- **CONCRETE (Unless otherwise Approved)**
- **DIRT (Unless otherwise Approved)**

ADDITIONAL FEES SHALL BE ADDED IF ANY SUCH ITEMS ARE PLACED IN DUMPSTER. SUCH FEES TO BE DETERMINED SOLELY BY DX DISPOSAL.

IF ANY FIRE OR DAMAGE TO DUMPSTER CONTAINER OCCURS, RENTER SHALL BE FULLY RESPONSIBLE FOR REPAIRS OR REPLACEMENT.

- b) There is a **Change-of-Location fee of \$125.00** if the drop-off location changes.
- c) There is a **Trip Charge fee of \$125.00** if the container cannot be dropped off or picked up as scheduled. Trip Charges include, but are not limited to, the container cannot be dropped-off due to lack of room to place the container; the container is not ready for pick-up; the container cannot be picked-up because it is blocked.
- d) There is a **Same-Day Cancellation fee of \$125.00** if the container rental is canceled on the day it is scheduled to be delivered.
- e) There is a **Can Top Off fee of \$125.00** if the container is loaded over the allowed amount based on the “top rail” of the dumpster as labeled on the dumpster.
- f) There is an **Overage fee of \$80.00 per ton over allowed amount per included tonnage and rounded up to the one-quarter ton.**

SERVICES & FEE SCHEDULE (as of January 1, 2025)

All payments via **credit card shall incur a three-and-a-half percent (3.5%) transaction fee.** If the payment will be via credit card, then Customer shall communicate this mode of payment to Company prior to Company performing work.

Services & Fees:

- a) The Services to be provided by Company to Customer are the following:

Junk Removal (*i.e.*, enter inside a structure and remove all items; does not include gutting a structure):

Demolition (*i.e.*, destroying an entire building or structure to clear the site and removing all material; does not include gutting a structure with the structure remaining):

Company is not responsible for the following work or areas within a structure:

- b) The fees for Services are as follows:

Debris Removal (labor fees):

Demolition (labor fees):

Extra Fees Include (labor fees):

GENERAL TERMS & CONDITIONS

1. **PERFORMANCES OF SERVICES.** Company shall perform the work (“**Rental and Services**”) described in “**Services & Fee Schedule.**” Based on the industry standard, prior to Company performing any Services, Customer shall either verbally, in writing, or via Company’s electronic order form: (a) request which specific Services it would like performed; (b) specify where Company shall perform such Services; and (c) specify the date of when such Rental and Services should begin and be completed. The Parties may discuss specific details required for any special Services that Customer is requesting. If additional Services are needed, then Customer may request them, and if Company is able to provide such Services, then it will do so by a mutually agreeable date for the additional fee(s) Company charges for such Service(s).
2. **PAYMENT AND INVOICES.** Customer shall pay Company for Services as set forth in the Services & Fee Schedule and as issued via the Company’s invoice.
 - a. **Payment.** Customer shall pay the full amount of dumpster rental upon placing order for the dumpster.
 - b. **Invoices.** Upon payment, Company shall provide to Customer receipt of payment via email. Invoice will outline Services rendered and extra charges incurred (if applicable).
 - c. **Additional Charges Post-Rental.** Customer shall be responsible for any additional charges post-rental as outlined in the Services & Fee Schedule. Company shall issue an invoice describing such additional charges and fees shall be due upon Customer’s receipt of invoice.
 - d. **Payment.** Customer shall pay the full amount of each invoice within Allowed Amount of days after receipt. If Customer disputes any invoice amount, Customer shall notify Company of the nature of the dispute within seven (7) days and cooperate to resolve the disputed amount. The Parties shall promptly make a good faith effort to resolve any disagreements. Customer must pay any amount that is not in dispute within the (7) day period. Additionally, any invoices not paid on time may accrue an additional fee of one-and-a half percent (1.5%) every thirty (30) days.
3. **TERM AND TERMINATION.**
 - a. **Term.** The Term of this Agreement is set via your Order. It shall begin as of the Effective Date and terminate as of the End Date.
 - b. **Delivery.** Company shall deliver and pick-up the dumpster(s) as determined by your verbal or online Order.
 - c. **Termination for Cause.** A party may provide notice to terminate this Agreement for cause (*i.e.*, breach of Agreement) upon fourteen (14) days prior written notice to the breaching party and a written explanation regarding the cause for termination. The breaching party shall have the right to cure any such breach that is capable of being cured during the fourteen (14) day notice period. If cured, then the Agreement shall not terminate. If the breach is not cured within that period, then the Agreement shall terminate. Any payments received by Company for work not yet completed shall be returned to Customer within thirty (30) days. Any payments due to Company for work performed shall be paid by Customer within fourteen (14) days.

4. WARRANTIES.

Company promises that: (i) all Services shall meet the requirements of this Agreement and shall be of merchantable quality; and (ii) all Services will be performed in a professional, timely, diligent, and workmanlike manner.

5. LIMITATION OF LIABILITY

- a. Company shall not be liable for any damages to Customer's or another entity's or person's property that may occur during the Service (*i.e.*, drop-off and pick-up of dumpster) to Customer and during the Rental Period to Customer. This includes, but is not limited to, damage due to fluid spills onto floors, driveways, parking lots, water supplies, or surrounding property; damage to landscaping or surrounding environment; structural and cosmetic damage to vehicles, floors, walls, or other nearby property; and airborne debris and/or chemical fumes.
- b. To the fullest extent permitted by law, the Parties agree that neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages (including, but not limited to, loss of profits or business interruption) arising out of or relating to this Agreement, even if such damages were foreseeable or the party has been advised of the possibility of such damages.
- c. Except for liabilities arising from gross negligence or willful misconduct, each party's total cumulative liability under this Agreement shall not exceed the total fees paid (or payable) by Customer to Company under this Agreement. This limitation of liability shall apply regardless of the legal theory under which such damages are claimed, including but not limited to contract, tort, negligence, strict liability, or otherwise. The exception to this liability limitation shall be if the dumpster is damaged during Customer's possession. In that event, the Customer shall be liable for the repair or replacement of such dumpster.

6. GENERAL PROVISIONS.

- a. **Entirety of Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior written and oral communications between the parties.
- b. **Severability.** In the event any provision of this Agreement is unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, without regard to its choice of law or conflict of laws principles. In any action arising out of or related to this Agreement, the parties hereto consent to the exclusive jurisdiction and venue in the courts seated in the Circuit Court of Kane County and the U.S. District Court for the Northern District of Illinois.

Force Majeure. The Parties will not be liable for any failure or delay in its performance of this Agreement (except for the payment of fees) due to circumstances beyond its reasonable control, including without limitation any act of God; strike or labor dispute; flood; fire; public disaster; riots or civil disorder; war; acts of terrorism; public health emergency and/or epidemic or pandemic; government regulation or advisory; equipment or technical malfunctions or failures; or power failures or interruptions (the "**Force Majeure Event**"), as long as the performing Party (the party who cannot carry out its obligations under the Agreement) notifies the other Party as soon as practical and uses reasonable efforts to resume performance. If the delay in performance continues for thirty (30) days after the initial occurrence of the Force Majeure Event, and such failure to perform would constitute a material breach of this agreement in the absence of such Force Majeure Event, then the performing party may terminate this Agreement immediately, without incurring any penalty, by providing written notice to the non-performing part.