Roll-Off Services of Florida

Service Agreement

1. Agreement: This agreement legally binds ______ ("Customer") and Roll-Off Services of Florida to the conditions listed below and in accordance with the laws of the State of Florida in effect at the time of signing this agreement. Roll-Off Services of Florida agrees to provide the "Customer" with non-hazardous solid waste collection, transportation, disposal and recycling services.

2. Service: "Customer" agrees to give Roll-Off Services of Florida at least 24 hours notice for service (dumpster delivery, exchange, termination or relocation). If a call for service is received after 12 p.m. (noon), Roll-Off Services of Florida cannot guarantee service for the next business day. There may be times when a delay could be incurred in servicing your needs due to inclement weather, traffic conditions, etc. If you require Roll-Off Services of Florida to relocate a dumpster there will be a \$100 relocation fee.

3. *Prohibited Waste:* "Customer" agrees not to put any hazardous or toxic waste in the dumpster as it is against the law. All hazardous or toxic waste found in the dumpster will become the responsibility of the "Customer". At Roll-Off Services of Florida's discretion, Roll-Off Services of Florida may return the hazardous or toxic waste found in the dumpster and charge the "Customer" a \$75 "Dry Run" fee. At Roll-Off Services of Florida's discretion, Roll-Off Services of Florida may charge "Customer" a disposal fee for the hazardous or toxic waste found in the dumpster as detailed below in "Item 4 Disposal Fees." Hazardous or toxic waste includes industrial waste, waste containing asbestos, septic tanks and waste, paint, cleaning solutions, biomedical waste, pesticides, solvents, automobiles, automobile parts, tires, oil, oil filters, oil containers, gas cans, propane tanks, batteries of any kind, appliances with Freon (air conditioners, refrigerators, etc.), Freon aerosol cans, <u>foam aerosol cans</u>, electronics (TV's, computers, monitors, computer parts, radios, etc), hazardous waste (ballasts with PCB's devices containing mercury, fluorescent bulbs, etc) telephone poles, railroad ties, clothing of any kind and <u>household garbage</u>. **In Hillsborough County, you cannot mix yard debris in a dumpster with any other waste**.

4. Disposal Fees: At Roll-Off Services of Florida's discretion, Roll-Off Services of Florida may charge "Customer", and "Customer" agrees to pay, a disposal fee for the hazardous or toxic waste found in the dumpster as follows:

Household Garbage*	\$20 per bag	Foam Aerosol Cans	\$20 each
Car Tires	\$20 each	Empty Oil Cans	\$20 each
Truck Tires	\$40 each	Freon Aerosol Cans	\$75 each
Florescent Bulbs	\$20 each	A/C Compressors	\$150 each
Paint Cans	\$15 each	Window A/C	\$150 each
Car Batteries	\$30 each	Refrigerator(Large)	\$150 each
Propane Tanks	\$40 each	Refrigerator(Small)	\$ 75 each
Yard Debris(Hillsborough)*	\$20 per bag		

INITIALS:

5. Equipment: All equipment furnished by Roll-Off Services of Florida shall remain the property of the company, however "Customer" shall have care, custody, and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at "Customer's" location. "Customer" shall not move or alter the equipment and shall use the equipment only for its intended purpose. "Customer" shall provide unobstructed access to the equipment on the scheduled pick-up day. Roll-Off Services of Florida is NOT responsible for any damage to "Customer's" property, including walkways, curing, pavement, driveways, pavers, irrigation wells, septic or underground utilities resulting from the company's provision of services. "Customer" warrants that the right of way is sufficient to bear the weight and physical dimensions of the Roll-Off Services of Florida's equipment and vehicles. "Customer" understands that lawn damage may occur during a construction/clean-up project. No repair is offered or provided.

6. Overfilled Dumpsters: "Customer" agrees not to over-fill the dumpster beyond the "Max Load" indicator painted on the top rail of the dumpster. An over-filled dumpster may allow debris to fall out and damage other cars and trucks and it is against the law to transport an over-filled dumpster. Roll-Off Services of Florida reserves the right to refuse to pick up and over-filled dumpster. If over-filled, the "Customer" will be responsible for removing over-filled debris down to "Max Load" line. An additional charge to the "Customer" of a \$75 'Dry Run" fee will apply.

7. Overweight Dumpsters: Roll-Off Services of Florida reserves the right to refuse to pick-up a dumpster with an estimated weight of 18,000 pounds. If overweight, the "Customer" will be responsible for removing debris down to less than 18,000 pounds. An additional charge to the "Customer" of a \$75 "Dry Run" fee will apply.

8. Daily Rental: A daily rental fee of \$8.00 per day will apply after 15 days if the dumpster is not exchanged or pulled.

9. Indemnity: The "Customer" agrees to indemnify, defend, and save Roll-Off Services of Florida harmless from and against any and all liability which Roll-Off Services of Florida may be responsible for or pay out as a result of bodily injuries (including death), property damage or any violation or alleged violation of the law to the extent caused by "Customer's" breach of this Agreement or by any negligent omission or willful misconduct of the "Customer" or its employees, agents, or contractors in the performance of this agreement. Neither party shall be liable to the other for consequential, incidental, or punitive damages arising out of or in connection with the performance or non-performance of this agreement.

Customer Signature

Print Name

Date

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