

Thank you for renting a dumpster with Tuck and Hold LLC. Please review our Service Agreement for all roll-off dumpster rentals, and be advised that this Service Agreement will need to be accepted for us to deliver to your site.

SERVICES OFFERED: Tuck and Hold LLC agrees to furnish the equipment for the collection of recyclables and/or solid waste and to provide recycling and/or disposal services as specified by the customer. The customer agrees to make payment for said services according to the payment terms and conditions set forth by Tuck and Hold LLC.

LEGAL STATEMENT: This Agreement is a legally binding contract on the part of Tuck and Hold LLC and the customer and their respective heirs, successors, and assignees in accordance with the terms and conditions put forth herein.

WASTE MATERIAL: The material to be collected and disposed of by Tuck and Hold LLC, pursuant to this Agreement, is the solid waste generated by the customer, excluding hazardous materials or materials that require a dangerous or toxic license or permit to transport. Hazardous Materials shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable, or explosive, and any local, state, or federal government regulates that. Hazardous materials include, but are not restricted to, asbestos, polychlorobiphenyls ("PCBs"), and petroleum. Title to and liability for any waste excluded above shall reside with the customer, and customer expressly agrees to defend, indemnify, and hold harmless Tuck and Hold LLC from and against any damages, penalties, fines, and legalities resulting from and arising out of such waste excluded above. All specialized dumpsters, such as masonry, dirt, concrete, and tree debris, may only contain the materials defined by that dumpster. Mixing of any additional materials will result in the dumpster being charged as garbage. ANY of the following items will incur an additional charge as listed below

- o HVAC units \$55
- o Mattresses (ANY size)\$75
- o Microwaves \$50
- o Appliances (Oven/Range) \$50

LIABILITY FOR EQUIPMENT: Customer acknowledges that it has the care, custody, and control of the equipment owned by Tuck and Hold LLC, and accepts responsibility and liability for the equipment and its contents, except when it is being physically handled by employees of Tuck and Hold LLC. Therefore, the customer expressly agrees to defend, indemnify, and hold harmless Tuck and Hold LLC from and against any claims for loss or damage to property, or injury or death of person or persons, resulting from or arising in any manner out of customer use or operation of any equipment furnished under this Agreement.

DAMAGE TO PROPERTY: Customer acknowledges that Tuck and Hold LLC shall not be liable for any damages to pavement, driveways, sidewalks, curbing, or surfaces, or subsurface utilities, such as sprinkler heads and water lines, resulting from trucks servicing an agreed-upon area.

RATE ADJUSTMENTS: Tuck and Hold LLC reserves the right to adjust its rates based upon increases or decreases in fuel costs, disposal facility costs, or due to changes in local, state, or federal laws and regulations.

ROLL-OFF DUMPSTER SERVICE: All roll-off dumpsters must be loaded uniformly and shall not be overloaded on either side or end of the roll-off dumpster or above the top rail. Tuck and Hold LLC reserves the right not to remove the dumpster from the customer's jobsite if the dumpster is overloaded by any means, to it must be transported by Tuck and Hold LLC. In said case, if the roll off dumpster is not loaded properly or too heavy to pick up, the customer will be required to load the roll off dumpster until Tuck and Hold LLC can safely transport it. The customer may be subject to a "no haul" fee of \$150 if deemed necessary by Tuck and Hold LLC. A "no haul" fee is encountered when Tuck and Hold LLC has been called to the customer's job site, with no services rendered by Tuck and Hold LLC. Dumpster rental periods are specified in your invoice. Additional days will be charged at \$10.00 per day. Dumpsters will not be picked up until a pickup is scheduled by contacting customer service. 24 hours' notice is required for all pickup requests. Customers are responsible for the dumpsters fitting and/or being blocked in the desired location. A \$150 "no haul" fee will be charged for all dumpsters that do not fit at the delivery site or cannot be dropped off or picked up at the site. Customers are responsible for any local city or municipality permit that may be required.

RETURNED CHECK POLICY: There will be a set fee of \$35.00 for any payment received by Tuck and Hold LLC that is deemed insufficient funds.

AUTHORITY: The signer below represents and warrants that he/she has read the document and understand its contents, and is duly authorized to execute this agreement and agrees to reimburse the company for all expenses or damages incurred. The customer understands and agrees that all services rendered to the individual/company for whom they are the responsible party are charged directly to them and that he/she are personally responsible for payment. The customer understands that if service is suspended or terminated, any fees for services rendered to them will be immediately due and payable. The customer understands that interest may be charged on overdue accounts at the highest rate allowable by Texas law.

• **PAYMENT TERMS:** Upon entering into this Agreement:, *The customer gives Tuck and Hold LLC has permission to charge my credit card for the dumpster rental automatically, and any overweight charges or fees that may occur on the rental placed with Tuck and Hold LLC.*

Unless otherwise agreed, the

customer shall make PAYMENT IN ADVANCE for all quoted services by either

major credit Card, cash, money order, or pre-approved business check. The

customer further agrees to pay any additional charges, such as additional

rental fees, no haul fees, fees incurred as a result of weights in excess of pre-included amounts,

and any costs as a result of damage to company equipment from

customer negligence, or from the removal of hazardous or prohibited material.

Customers that pay by credit card and incur additional fees will have the credit

card charged for those fees. In the event the customer fails to fulfill their

obligation to remit payment, and payment is collected through an attorney,

collection agency, or other proceedings, then the customer agrees to pay in

In addition to the amount due, reasonable attorney's fees, court costs, interests,

and other applicable fees.