

Roll Off Dumpster & Container Receipt and Customer Agreement

[Check as Appropriate]

Oregon City Garbage Co. ("Hauler")

Date: _____

Molalla Sanitary Service, Inc. ("Hauler")

Time: _____ am pm

Gladstone Disposal Company, Inc. ("Hauler")

CIRCLE TYPE OF EQUIPMENT

Location: _____

Size of Equipment: _____ Yard

Box

Container

Name or Duly Authorized Agent for _____ ("Customer"):

TERMS & CONDITIONS

By renting a dumpster or container ("Equipment") from Hauler, Customer agrees as follows:

- Charges and Payment.** Customer shall pay Hauler for the collection and disposal of waste material. Additional charges may include any dig out, blocked equipment and/or excess disposal charges levied, Cancellation Fees, late fees, trip charges or relocation charges or/and other fees or charges as provided for herein. For all amounts billed and not paid in advance, Customer shall make payment within ten (10) days after the date of an invoice from Hauler. Hauler shall charge, and Customer agrees to pay, a late fee of 18% per month (but not greater than the amount allowed by law) on balances not paid within ten (10) days of the date of the invoice. In the event that any payment is not made when due, Hauler may terminate services, recover all past due payments and recover the Equipment from Customer. Hauler reserves the right to charge Customer a fee no greater than that allowed by law on all Customer payments returned for non-payment.
- Prohibited Materials.** Customer represents and warrants that the materials placed in the Hauler's Equipment shall be Waste Material as defined herein and shall contain no Prohibited Materials. The term "Waste Material" as used in this Agreement shall mean solid waste excluding Prohibited Materials. The term "Hazardous Substance" shall include but not be limited to, any substance listed or characterized as hazardous under any state or federal environmental law and all regulations thereunder, including the Resource Conservation and Recovery Act; the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substances Control Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, and, the Clean Air Act. Prohibited Materials include: industrial waste, chemical products, oil filters, herbicides and pesticides, radioactive material, solvents, paint (except completely dried latex paint cans, no liquids), other flammable liquids, aerosol cans, propane tanks, motor oil, transmission, lubricating and hydraulic oil, oil filters, contaminated oils (mixed with solvents, gasoline, etc.), antifreeze, appliances, petroleum contaminated soil, lead paint chips, tires, batteries, computers, monitors, televisions, microwaves, fluorescent tubes, railroad ties, medical waste, animals, barrels, all liquids, radioactive materials, highly flammable, voltaic or explosive materials, biomedical, infectious or toxic materials and any Hazardous Substances. Customer expressly agrees to defend, indemnify and hold Hauler, and all Indemnified Parties, harmless from and against any and all damages, penalties, fines, liabilities, or claims of any nature arising from, the deposit, hauling or disposal of Prohibited Material.
- Delivery and Pick Up.** Delivery and/or removal of the Equipment is at the discretion of the driver. If the driver is unable to make a delivery and/or removal of the Equipment due to safety, lack of accessibility, presence of Prohibited Materials, overloading, or overweighting, the Customer shall pay a trip charge. Hauler reserves the right to remove Equipment at any time.
- Driveways and Parking Areas.** Customer warrants that any right of way or access provided by Customer for delivering, and placing or removing the Equipment is sufficient to bear the weight of all the Equipment and all other equipment and vehicles reasonably required to perform the Equipment service. Hauler shall not be responsible for damage to any driving surface, pavement or accompanying sub-surface of any property of Customer reasonably necessary to perform the delivery or removal of the Equipment. Customer assumes all liabilities for damage to driving surfaces, pavements, road surfaces, sub-surfaces, container placement sites and Customer's property caused during performance of the service.
- Contamination.** The inclusion of any Prohibited Materials will result in additional charges to the Customer, including but not limited to, any damage to the Equipment, charges for landfill rejection of the delivery and charges for any additional deliveries or many as necessary, or any other penalty, fine, cost, liability or claim incurred by Hauler.
- Overfills and Offloads.** The Customer shall observe the fill line on the side of the Equipment. Hauler will not haul Equipment with waste that exceed the Dumpster fill line or that surpasses the weight restrictions for public roads and highways. In this event, the Customer is responsible for offloading excess material and will pay an attempted delivery/removal fee should the Hauler have to reschedule a time to return to remove the Equipment.
- Equipment Care.** The Equipment furnished hereunder by the Hauler shall remain the property of the Hauler. However, Customer acknowledges that upon delivery Customer assumes all care, custody and control of the Equipment while at the Customer's location and Customer accepts responsibility for any loss or damage to the Equipment (except for normal wear and tear or for loss or damage resulting from Hauler's handling of the Equipment). Customer agrees not to overload (by height, weight or volume) or move or alter the Equipment and shall use the Equipment only for its proper and intended purpose of waste material disposal.

8. Indemnification.

(a) **Customer Indemnification.** Customer shall indemnify, defend and hold the Hauler and the Hauler’s subsidiaries, shareholders, members, owners, affiliates, directors, officers, agents and employees (“**Indemnified Parties**”) harmless against all claims, damages, suits, penalties, loss, fines and liabilities, including for injury or death to persons, or losses or damage to property arising out of or related to the delivery, removal, use, operation and possession of the Dumpster and the disposal of all waster material to and from the Dumpster.

(b) **Hauler Indemnification.** Subject to Section 9, Hauler shall indemnify, defend and hold the Customer and the Customers subsidiaries, shareholders, members, owners, affiliates, directors, officers, agents and employees (“**Indemnified Parties**”) harmless against all claims, damages, suits, penalties, loss, fines and liabilities, including for injury or death to persons, or losses or damage to property to the extent arising out of the negligence or intentional misconduct of Hauler.

- 9. **Limitation of Damages; Commencement of Actions.** Hauler’s liability to Customer under this Agreement arising for any reason, including breach of contract or negligence, will not exceed the greater of: (i) the amount paid by Customer under this Agreement; or (ii) the amount of damages covered and paid under Hauler’s general liability insurance coverage as related to the damage event. In no event will Hauler be liable to Customer for any indirect, special, incidental or punitive damages whether arising from breach of contract or negligence. Any suit or action arising under this Agreement against Hauler, including any suit or action for breach of contract or negligence, must be commenced within two years of the date the cause of suit or action accrues.
- 10. **Access; Access License.** Customer agrees to provide unobstructed access to the Equipment on the scheduled removal day. If the Equipment is inaccessible so that the scheduled removal cannot be made, Hauler will promptly notify the Customer and afford the Customer a reasonable opportunity to reschedule the removal service. The Customer shall pay Hauler’s trip charge for failure to provide access and for a rescheduled removal date. Customer grants Hauler a license to access Customer’s property to the extent reasonably necessary to access and remove the Equipment.
- 11. **Extended Rental Charges; Rental Termination.** Extended rental charges and the Fee Schedule and other rental charges may change at any time immediately upon email notification to Customer. In the event that Customer does not respond to Hauler’s good faith requests to provide the Equipment removal date, Hauler may terminate the rental and have the Equipment removed immediately. Any such termination will not relieve Customer for amounts due under this Agreement.
- 12. **Disclaimer.** Hauler is not responsible for any damage to Customer driveways, curbs, lawns or walks, wells, underground utilities or septic systems. It is the Customer’s responsibility to make Hauler aware of any underground utilities or septic systems which might be affected by taking delivery or removal of the Equipment. Locating the place for delivery of the Equipment is Customer’s sole responsibility.
- 13. **Entire Agreement.** This Agreement and the Fee Schedule incorporated herein represents the entire agreement and no other term or condition shall be binding on Hauler unless agreed to in writing and signed by Hauler.
- 14. **Oregon Law.** The Laws of Oregon shall govern the validity, performance and enforcement of this Agreement.
- 15. **Excused Performance.** Hauler shall not be liable for failure to perform due to circumstances, or the significant threat of circumstances, beyond its reasonable control, whether foreseeable or not, including, but not limited to, strikes, labor issues or shortages, riots, required compliance with laws or government orders, acts of war or terrorism, inability to access Equipment floods, fires, pandemics, and acts of god and any such failure shall not constitute a default under this Agreement.
- 16. **Attorney Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party’s reasonable attorney’s fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

By signing below Customer hereby acknowledges to have read this Agreement, understand it and agrees to be bound by its Terms and Conditions and has the authority to do so.

Signature: _____ **Date:** _____
Authorized Signer

Print Name: _____

Customer Address: _____

THANK YOU FOR YOUR DEPOSIT of \$ _____ made by: Check # _____ or Debit/Credit Card ending in _____ or CASH

Deposit will be applied to haul fee, disposal costs, rent, and other fees when invoiced.