



Client Name:	Home Phone:
Street Address:	Cell Phone:
City/State/ZIP:	Client Email:

Credit Card	CC#:	Exp. Date:
	Name on Card:	Security Code:
	Billing Address (If different than above):	Notes:

Dump. Info.	Dumpster#:	Delivery Date:	Pickup Date:				
	Container Size	Rental Fee	Days	Weight	CC	Check	Cash

THIS ROLL OFF CONTAINER CONTRACT ("Agreement"), is entered into this ___ day of _____, 20___, by and between Southern Colorado Waste and Recycling, LLC (herein "Company"), and Client (as disclosed above). This agreement shall commence on the date this agreement was entered into and terminate on the pickup date unless otherwise agreed in writing.

- Scope of Services. Company shall deliver the above described Container at the address provided above by the Client on the delivery date. Company shall place the container as near as possible to the location chosen by the Client. Company shall pick up the container and its contents, as provided for herein, on the delivery date.
- Use by Client. Client shall obtain all necessary permits from the local governing authority. Client shall be permitted to fill Container with construction and household debris up to the top of the Container walls but not exceeding 3 tons (6,000 pounds). Client shall contact Company if Client intends to use the Container for dirt, rock, roofing supplies, masonry products (bricks, dry concrete) or other heavy items so that Company can provide guidelines on fill level. Client shall not place items outside of Container. Client shall make reasonable attempts to disburse weight of refuse within container.
- Prohibited Items. Client agrees to not place prohibited items in Container. Prohibited items consist of: biohazardous waste, biomedical waste (needles, syringes, Lancets), hazardous waste (explosive, flammable, toxic or corrosive substances), gasoline or motor oils, asbestos, batteries, brake fluid, cleaning solvents, computers and their components, contaminated soils, disinfectants, driveway sealers, tars, fluorescent light bulbs, lead, solvent adhesives, petroleum fuels, insecticides, herbicides, mercury containing lamps & equipment, motor oil, oil filters, oven cleaners, polychlorinated bi-phynels (PCPs) poisons, pool chemicals, railroad ties, stripers, thinners, turpentine, wood preservatives, finisher and varnish, TV tubes or monitors, tanks or cans (propane tanks, gasoline cans), wet concrete, car or truck tires, paint cans with paint, appliances, medical or infectious waste,, dead animals, sludge, or any other product that is expressly prohibited by federal, state, or local law. Or may damage Container.
- Payment. Client shall pay Company the rental fee as disclosed above at time of delivery. Client authorizes Company to charge the rental fee and any extra fees to Client's credit card.
 Extra charges: Items outside of bin container, redistribution fee (weight distribution).

Extra Services	Fees
Over Weight Fee (Please contact Company if filling container with heavy items) If dumpster is overloaded and too heavy to lift customer will remove items until we can load container.	\$60 per ton exceeded
Over fill Charge (items above walls)	\$75
Additional dump fee (per trip above 1st trip)	\$20 off weekly dumpster cost
Appliances and Electronics (no items with Freon)	\$15 per item
Wet Concrete	\$150
Mattresses and Box Springs	\$50 per mattress
Car and truck tires	\$25 per tire
Paint cans with wet paint	\$25 plus any cleanup fee
TVs and monitors	\$50 per item
Extra Trip Fee (unable to pickup or drop off Container)	\$30 per trip
Container Damage Fee	\$70 per hour + materials
Non-disposable or prohibited items returned to Client	\$50 per item
Charges for prohibited items to Company from third parties	Actual cost + \$20
Additional days (less than 30 total)	\$15 per day
Over 30 days (If permitted by Company)	New Rental Fee
Other	

- Limited Liability. Client understands that the Container is provided for Client's convenience. The Container shall remain property of the Company and the contents shall remain property of Client until such property is accepted by a waste disposal company or otherwise discarded by Company. Client shall insure proper care and safekeeping of the Container. Client is liable for the Container for Client's use including any permit fees, fines and damage to pavement, concrete, roads, sidewalks, driveways, or any other location Client requests the Container to be placed. Client shall insure Container is not damaged, destroyed, moved or removed unless done by Company. If Container is damaged, Client shall be charged as provided under Payment – extra fees if Container can be repaired or the actual charges if above amounts listed in the extra fees table. If Container cannot be repaired, or such cost to repair is more than replacement cost for a new container, Client shall be charged for the new Container. Client shall insure that Container is placed in a safe location with consideration for traffic, persons, property and animals. Client shall insure that people are not playing in or around the Container. Client shall be charged for prohibited items as provided herein. Client shall indemnify Company for any cleanup, dump fees, disposal of prohibited items that are not listed or are above the fees listed herein. Client shall be charged for any monitoring, testing, legal fees, penalties, fines, or any other expense as a result of use of the Container. Client shall indemnify and hold harmless Company for any personal injury to Client, Client's family, agents, contractors, or third parties as a result of use or misuse of Container.
- Insurance. Throughout the term of this Agreement, Company shall maintain necessary insurance to cover its employees, vehicles and equipment. Client shall maintain necessary insurance to cover Client's property and for any injury that may result to any third party on Client's property.
- Miscellaneous.

If any provision of this agreement is deemed unenforceable or illegal, the other provisions of this agreement shall remain in full force and effect.

This Agreement constitutes and represents the entire agreement between the parties hereto related solely to the Services provided by Company. This Agreement cancels and supersedes any other agreement the parties may have entered into related to the Services provided for in this Agreement. Any amendment to this Agreement shall be done in writing and signed by both parties to the agreement. Parties understand that there are no oral representations made in which they are relying on unless also included as part of this written Agreement.

A waiver by either party to this Agreement in any instance shall not be construed as a waiver of any other term or condition. All remedies, rights, and obligations contained in this Agreement or any other agreement between the parties shall be cumulative.

This Agreement shall be construed in accordance with the laws of Colorado, and any disputes shall be resolved in El Paso County Colorado.

This agreement may be executed in any number of counterparts, and each counterpart shall, for all purposes, be deemed to be an original.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in litigation or Arbitration shall be entitled to receive reasonable attorney fees, expenses, and collections costs.

The terms of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the respective successors, assigns, heirs, beneficiaries and personal representatives.

Client / Homeowner

Date

Company

Date