

Commercial Terms and Conditions from our Contract:

Commercial and Industrial Collection: Contractor shall have the right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll-off Bins, at such frequency as may be negotiated by such Commercial Unit Customer or Industrial Unit Customer and Contractor, subject to the applicable terms of this Agreement. All equipment furnished by Contractor shall remain the property of Contractor; however, Customers 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 the Customer's location. Customer shall not overload the container in either weight or volume. For Dumpsters, Container will be considered overloaded if Waste exceeds the top lip of the Dumpster and/or the lids/doors do not close completely. Dumpster will be considered overweight if it exceeds 275 lbs. per cubic yard. For Roll off-Bins and Compactors, Container will be considered overloaded if any Waste exceeds the top lip of the container and/or the lids/doors do not close completely. Container will be considered overweight if the container and its contents exceed 20,000 lbs. Customer will be charged \$0.04 per pound for each additional pound if the weight exceeds 20,000 lbs. Roll off containers must be evenly loaded. Customer shall not move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to the Contractor in the condition in which it was provided, normal wear and tear accepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall not be eligible for credit due to failing to provide adequate access. Customer shall pay, if charged by Contractor, an additional fee for any service modifications caused by or resulting from Customer's failure to provide adequate access. Company shall not be responsible for any damage to Customer's property, including but not limited to concrete, pavement, subsurface utilities/pipes, subsurface or curbing, overhead wires or trees resulting from Company's provision of services hereunder. The Dumpster, Compactor or Roll-off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. TXDOT mandates that all loads are properly tarped to ensure no material/debris falls or blows out while the container is being transported. Contractor will not haul a container that cannot be properly tarped and/or that is over loaded in either weight or volume. If Contractor determines the container is overloaded in either weight or volume. The Customer is responsible for off-loading the container until compliance is achieved. Customer will be responsible for the expense of any additional containers or services provided by Contractor to the Customer. Contractor will be responsible for invoicing and collecting payment from Commercial Unit and Industrial Unit Customers.