

ROLL-OFF DUMPSTER SERVICE AGREEMENT

THE FOLLOWING BUSINESS TERMS AND CONDITIONS GOVERN A CUSTOMER'S PURCHASE OF WASTE WORKS, Ltd (WASTE WORKS) SALE TRANSACTIONS AND ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

READING WASTE WORKS BUSINESS TERMS AND CONDITIONS, WEBSITE, AND / OR ANY LITERATURE CONSTITUTES A CUSTOMER'S FULL AND UNCONDITIONAL AGREEMENT TO ALL OF THE FOLLOWING BUSINESS TERMS AND CONDITIONS.

IT IS IMPORTANT FOR A CUSTOMER TO CAREFULLY READ ALL OF WASTE WORKS BUSINESS TERMS AND CONDITIONS AND TO FULLY UNDERSTAND A CUSTOMER'S RIGHTS AND RESPONSIBILITIES. THESE BUSINESS TERMS AND CONDITIONS ARE BETWEEN WASTE WORKS AND A CUSTOMER AND GOVERN A CUSTOMER'S PURCHASE OF DUMPSTER RENTAL AND HAULING SERVICES FROM WASTE WORKS AND ALL AFFILIATES.

WASTE WORKS PERMITS A CUSTOMER ACCESS TO LOAD WASTE WORKS SHIPPING CONTAINER (DUMPSTER) WITH A CUSTOMER'S TANGIBLE PERSONAL PROPERTY, MATERIALS, ITEMS, JUNK AND / OR DEBRIS AFTER WASTE WORKS HAS TEMPORARILY PLACED ITS SHIPPING CONTAINER (DUMPSTER) AT A CUSTOMER'S LOCATION.

Loading Level and Weight Instructions: The customer (Lessee) is responsible for the filling of the dumpster and its contents. The roll-off dumpster must be loaded evenly and level - nothing should extend higher than the side or top rails. Concrete, dirt, rocks, brick, asphalt, stucco, and other inert materials may not be loaded any higher than two (2) feet above the bin floor in any size dumpster. The maximum weight limit on a roll-off dumpster to be hauled is 10 tons (20,000 lbs.). Overweight loads are dangerous and subject to be dumped and reloaded at the customer's expense or billed a surcharge up to \$75 per ton over normal tonnage charges.

Hard to Handle and Hazardous Materials: No liquids, batteries, paint, toxic materials, oils, hazardous waste materials, explosive, pressurized containers of any kind, or any items listed by City, State, or Federal agencies with jurisdiction over the respective area. Mattresses, couches, appliances, tires, televisions, computer monitors, white goods, non-friable asbestos, telephone poles, railroad ties, and agricultural waste are subject to additional charges at all local disposal facilities. Fees range from \$5 to \$250 per item.

Roll-off Dumpster Rates and Scheduling: Rates charged for roll-off dumpster services include delivery fees, hauling fees per dumpster, normal tonnage fees for the landfill materials dumped. Additional fees may include container rental after a free grace period, overweight charges if over 10 tons, delay charges if the dumpster is overfilled or inaccessible, labor charges to adjust even or unsafe loads, or any additional fees for unacceptable items. Waste Works, Ltd. requires a flat and level surface for dumpster placement. Please provide a minimum of one (1) full day notification in advance when scheduling service. The customer is responsible for any local city or municipality permit which may be required. Customer agrees to pay Waste Works a fee for dumpster rental and a pre-determined transportation fee based on the destination (not origin), volume, weight, and distance of transporting a customer's tangible personal property, materials, items, junk, and / or debris from one location to another location. Customer payment is due and payable to Waste Works either prior to or at the time of delivery of Waste Works shipping container (dumpster) to a customer's location and such payment will be made to Waste Works using a customer's credit card or debit card, other arrangements have been made for payment approved by Waste Works. There is a 3.5% fee for credit card use.

If a customer's order is not accepted or is canceled by Waste Works, Waste Works will refund the full amount of any payment collected from a customer. All customer sale transactions are subject to applicable federal, state, and local taxes and will also be paid by a customer.

ROLL-OFF DUMPSTER SERVICE AGREEMENT

1. This serves as a contractual agreement between _____ (Lessee also known as Customer) & Waste Works Ltd. (Lessor) located at 39 Lynnwood Dr. Hebron, Ohio for rentals of all roll-off dumpsters, concrete washout containment systems, or any other hereby referred to as "equipment" rented by the Lessee from the Lessor commencing at the time the equipment is delivered and ending upon return to the Lessor's possession and/or premises. Lessee shall not sublet equipment.
2. Customer agrees to obtain all necessary permits and ensure that all ordinances and laws are observed in accordance with the use of the equipment.
3. Customer agrees to indemnify and hold harmless Waste Works, Ltd. and any affiliates of any damage which may occur to the property where the equipment is located. All reasonable care will be taken during placement and removal of equipment to protect the property. Waste Works, Ltd. and any affiliates will not be responsible for pavement markings, road surfaces, sod, lawn, asphalt, landscaping, overhead obstructions, etc.
4. Customer is responsible for any and all damage from the time the equipment is delivered until it is returned. This includes but is not limited to fire, theft, vandalism, negligence, graffiti, natural disaster, or any other activity which causes damages.
5. Customer acknowledges that during the dumpster rental, they will retain, care for, and control dumpster contents. Customer will indemnify and hold harmless Waste Works, Ltd. , any affiliates, its owners, its employees, agents, and corporate associates of any damage or injury to persons or property while dumpster is in the customer's possession and until the contents are disposed of and/or possessed.
6. Customer is fully responsible for the entire contents of the dumpster and is the rightful owner of the contents of the dumpster until the dumpster is disposed and accepted without protest by the prospective disposal facility. In the event that contents that are not allowed by this contract or any City, County, State, or Federal agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but are not limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense. Customer acknowledges, agrees, and authorizes Waste Works Ltd. to transport a customer's tangible personal property, materials, items, junk and / or debris from a customer's location to one of the locations below as determined and selected by a Waste Works.
 - Republic Waste Landfill and Transfer Stations
 - Franklin County Landfill and Transfer stations
 - Scotts Landfill
 - Waste Away Systems Transfer Station
 - Local Waste Services Transfer Station
 - C.O.C. Columbus and Delaware Landfills

WasteWorks^{,Ltd} Dumpster Rentals

Servicing Central Ohio

- Adept Recycling
- Ohio Mulch
- Any Other Approved Site Not Listed

Liability Release/ Account Agreement and Terms of Sale

I, the undersigned, release Waste Works, Ltd, any affiliates, its owners, its employees, agents, and corporate associates from any and all responsibility for damages that may occur during the placement of the dumpster, including dumpster damages, graffiti, and/or damages caused by the weight of the truck or the weight of the dumpster.

IN NO EVENT WILL WASTE WORKS BE LIABLE TO A CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR FROM PROVIDING DUMPSTER RENTAL AND HAULING SERVICES AS DESCRIBED HEREIN.

I agree unconditionally to pay for all services rendered, including reasonable attorney's fees incurred in the collection of monies owed.

If the undersigned applies for credit and hereby consents to any investigation of credit history, which Waste Works, Ltd. deems necessary for the purpose of determining approval. Waste Works, Ltd. reserves the right to limit or withdraw credit or services at any time. The undersigned understands that full payment is due according to the terms listed on the invoice. The undersigned agrees that any balances due may be charged to authorized credit cards on file. Balances are subject to 1.5% late charges (per month) on any outstanding balance, if not received according to terms.

Due to the freezing temperatures in and around Central Ohio there may be residual material at the bottom of a delivered dumpster. This is an industry standard due to the materials dumpsters are made from and freezing cold temperatures. The amount of material will be very minimul, if at all. This is NOT a cause for a refund or discount. Waste Works will treat each issue on a case by case basis. Thank you.

WasteWorks^{,Ltd} Dumpster Rentals

Servicing Central Ohio

Signature: _____ **Date:** _____

Printed Name: _____

CREDIT CARD INFO

Customer (Lessee) Information

Name: _____ Contact: _____

Address: _____ Phone: _____

City, State, Zip _____ Email: _____

Credit Card Authorization

Cardholder Name: _____

Billing Address: _____

City, State, Zip: _____

CC #: _____

Expiration: _____

CCV: _____

Circle One: VISA MasterCard American Express Discover

I AUTHORIZE THE BALANCE DUE TO BE CHARGED TO MY CARD IF NOT PAYING WITH CHECK OR CASH.

all credit card charges have applicable 3.5% fee

Signature: _____ **Date:** _____

Printed Name: _____