



## Service Agreement And Release Of Liability

In consideration for the delivery and servicing of a rolloff container for the purpose of disposal of conforming, non-hazardous solid waste at \_\_\_\_\_(location), Customer agrees to pay to Deffenbaugh Industries, Inc. & Affiliates (“Deffenbaugh”) the following charges, if applicable:

- (1) Delivery charge — \_\_\_\_\_;
- (2) Haul/Disposal Charge — \_\_\_\_\_;
- (3) Tonnage charge — \_\_\_\_\_;
- (4) Tonnage charge for waste over the \_\_\_\_\_ ton load limit — \_\_\_\_\_.

In further consideration, Customer understands and agrees to the following **Terms and Conditions**:

- (1) The container will be placed for \_\_\_\_\_ days/months, and will be automatically picked up on the \_\_\_\_\_ day/month after delivery. To avoid an automatic pickup, you must notify Deffenbaugh and the container must be serviced a minimum of once every fourteen (14) days.
- (2) The following types of waste ARE NOT ACCEPTABLE in the rolloff container:
  - TIRES, paint cans containing paint, batteries, oil, caulking tubes, and any flammable, corrosive, potentially explosive, or hazardous substance.
  - LARGE BULKY ITEMS such as stoves, refrigerators, washers, dryers, air conditioners, hot water heaters, gas grills, or anything with an engine or compressor in it.
- (3) Please contact a Deffenbaugh Sales Consultant if you will be using the container to dispose of HEAVY, DENSE MATERIALS, such as concrete, stone, brick, dirt, and asphalt shingles. If Deffenbaugh suspects that the container is overloaded, offloading of waste is the Customer’s sole responsibility and Deffenbaugh will not haul the container until excess tonnage is offloaded by the Customer.
- (4) Containers must be loaded with the contents evenly distributed and not loaded over the top. Customer will be required to offload any waste that extends above the top of the container before the container is hauled for disposal.
- (5) Customer agrees to pay a “trip charge” if a container cannot be hauled due to being overloaded and/or unevenly distributed. If Deffenbaugh inadvertently hauls a container with excess tonnage, Customer agrees to reimburse Deffenbaugh for all costs, including fines and attorney’s fees, associated with an overweight violation.
- (6) Customer acknowledges and agrees that the rolloff containers and the Deffenbaugh vehicles transporting the containers are heavy in weight and may cause damage to driveways, pavement and adjacent areas. Therefore, Customer agrees to assume sole liability for any loss or damage caused in whole or in part by Deffenbaugh in performing its contractual obligation of delivering, placing and removing a rolloff container, including movement of Deffenbaugh’s vehicles to and from the container location.
- (7) Customer hereby releases, discharges and forever indemnifies and agrees to hold Deffenbaugh harmless from any and all liabilities, claims, causes of action, damages, loss, costs, and expenses for property damage and/or personal injury or death arising out of (1) Customer’s use, operation or possession of the container, or (2) DEFFENBAUGH’S ACTIONS IN DELIVERING, PLACING, AND/OR REMOVING THE CONTAINER, INCLUDING MOVEMENT OF DEFFENBAUGH’S VEHICLES TO AND FROM THE CONTAINER LOCATION.

This Agreement and Release of Liability shall be binding on the successors, assigns, heirs, administrators and executors of the Customer, and shall apply to any rolloff container rented by Customer in the future at the above location.

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Relationship of Customer to Location (e.g. homeowner or contractor)

\_\_\_\_\_  
Your Title and Name of Company, if applicable