

Barry Bros. Disposal, LLC. Terms & Conditions for the Customer

Definition of Equipment: The word "Equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste materials, stationary compaction units, waste material loading devices, and other such on-site devices as may be specified on the face of this agreement.

Customer Duties & Liability: Customer agrees to hold harmless and indemnify Contractor against all claims, lawsuits, and any other liability for injury to persons or damage to property arising out of the possession or use of the equipment by the Customer, his agents, officers, clients, or customers. Charges over 30 Days from date of invoice will be charged a FINANCE / LATE CHARGE of 1.5% a month (18% Per Annum). Customers shall be liable for all Contractor's attorney fees and costs of collection if Customer fails to make any payment or breaches any provision or any of the terms of this contract. There will be a \$25.00 fee every time a check is returned.

If initial payment was made by credit card, all additional charges will be directly charged to the credit card when the service is performed. All Customers that paid by cash or check agree that any charges that are over 20 days will be automatically charged to the credit card that was given for deposit.

All equipment furnished by the Contractor for use by the Customer which the Customer has not purchased, shall remain the property of the Contractor and the Customer shall have no right, title of interest in it unless specified in a separate contract. Customer agrees not to move, in any way, any equipment belonging to the Contractor without written permission. Customer will be responsible for any damage caused by moving equipment. Any and all other damage to the equipment will also be charged to the Customer.

Customer shall not load Roll-Off equipment in excess of 24,000 pounds. Customer shall not load equipment to protrude above the height of equipment sides. Any charges or fines that occur will be billed back to the Customer.

Contractor must have clear access to appointed equipment to be dumped. Customer is responsible for fees for time lost due to customer error (examples: undeliverable container, over filled container, blocked container, over weight, or any other reason container is unserviceable, etc.). There will be a minimum charge of \$150.00 for Contractor to return.

Customer agrees to place only solid waste in BBD equipment, excluding radioactive, volatile, acidic, corrosive, highly flammable, explosive, toxic, biomedical, infectious, bio-hazardous, regulated medical or other hazardous material as defined by applicable Federal, State or local law or regulation. BBD shall acquire title to the waste material when it is loaded into BBD trucks. Title to and liability for any waste excluded above shall remain with the Customer and is responsible for any fees or costs that may arise due to the banded items. Any items that are deemed difficult to manage by our dumping facilities will be charged back to the customer at a reasonable rate. The rates change periodically so please call for current rates (examples: appliances, batteries, tires, TV's, monitors, box springs & mattresses, propane tanks, freon products, etc.). Any questions about these items or any other items please call the office.

Service/Overage Fees: Commencing one week after delivery, a rental fee will be applied on all Roll-Off containers. Overage fees apply to all containers above predetermined weight limits. There is a 60-day limit on all containers.

Driveways and Parking Areas: Customer warrants that any right of way provided by the Customer, from Customer's equipment location to the most convenient public way, is sufficient to bear the weight of all the Contractor's equipment and vehicles reasonably required to perform the service herein contracted. It is the intent of this agreement that the Contractor shall not be responsible for damage to any private pavement or accompanying subsurface of any route reasonably necessary to perform service herein.

If the area surrounding the location of the Contractor's equipment causes any of the Contractor's equipment to have to be removed by towing or any other means, the Customer will be responsible for the costs. In addition, the Customer will be charged \$75.00 per hour for the period of time the Contractor has to wait.

If the Contractor has to relocate container at any time, there will be a minimum charge of \$75.00 for on-site relocation and a minimum charge of \$150.00 for off-site relocation.

Storage Containers: Storage containers must be completely empty after use. If all items are not completely removed from the container, the Customer will be charged a fee of \$300.00 plus all costs associated with disposal of the items.