



PENN WASTE SYSTEMS™

DUMPSTERS. THERE WHEN YOU NEED THEM.

Penn Waste Systems

149 Nichol Avenue

McKees Rocks, PA 15136

(412) 771-1000

www.pennwastesystems.com

Temporary Roll-Off Service Agreement

DRIVER	DATE
CUSTOMER	
ADDRESS	CITY, ZIP
	PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> CELL
CONTAINER SIZE	PRICE
COMMENTS / SPECIAL INSTRUCTIONS	

Landfill/Transfer Container Dig Out Charge: \$30.00

Respot/Relocate Fee: \$100.00

Over Tons Fee: \$45.00/Ton

Dry Run Charge: up to \$150.00

Tire Fee: \$10.00 per tire (\$25 oversized)

Charges and Payment. Customer shall pay Contractor for the collection and disposal provided by Contractor including any dig out, respot, blocked container and/or excess disposal charges levied, but not prepaid by Customer in accordance to the schedule of charges shown on the top portion of this agreement. In the event that any payment is not made when due, Contractor may, at his sole option, terminate services, recover all past due payments and recover any equipment from the premises. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds.

Waste Material. Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste materials" as used in these Terms and Conditions shall mean construction and demolition waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material. The term "hazardous material" shall include but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, an enabled or applicable state law. Contractor shall acquire title to conforming waste material when it is located into Customer's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, and liabilities resulting from or arising out of such waste excluded above.

Driveways and Parking Areas. Customer warrants that any right of way provided by Customer for Contractor's equipment is sufficient to bear the weight of all Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private driving surface, pavement or accompanying subsurface of any route reasonably necessary to perform the service herein contracted and Customer assumes all liabilities for damage to private driving surfaces, pavement or road surfaces and entire container placement site.

Equipment. Customer Responsibility. The equipment furnished hereunder by Contractor shall remain the property of Contractor, however, Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss damages to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.

Container Access. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so regularly scheduled pick up cannot be made, Contractor will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the access and reschedule the service, however, Contractor will charge an additional fee as provided for in the schedule of charges as shown on the top portion of this agreement, for Customer's failure to provide initial access.

Authorized Signature _____ Date _____