



ROLL-OFF SERVICE POLICIES

Collection & Placement

Parks & Sons containers must remain in the same location they were delivered. If the containers are not in the same location delivered, they will not be serviced. Due to unforeseen problems on the route, Parks & Sons cannot guarantee the same time of pickup each day. Customer agrees to provide unobstructed access to the equipment at all times on scheduled collection days. If the equipment is located behind a gate, the gate must be unlocked and opened as Parks & Sons is not responsible for opening/closing and/or unlocking/locking gates. Equipment to which clear and unobstructed access is not provided will not be serviced.

Customer warrants that any right of way provided by Customer for Parks & Sons' equipment is sufficient to bear the weight of all equipment and vehicles reasonably required to perform the service contracted. Parks & Sons shall not be responsible for damage to any private property of any route reasonably necessary to perform the services contracted and Customer assumes all liabilities if damage occurs. **If the Customer's driveway is painted and/or coated, Contractor is NOT responsible for any damage to the painting/coating.**

Weight & Containment

Customer agrees not to overload the container and will not place material (e.g. plywood) on the sides of the containers to make them larger. Customer understands that containers with waste exceeding the top will not be emptied. Weight must be evenly distributed throughout the container. When loading inert materials, including dirt, rock, block, concrete, or asphalt, do not load the container more than 18 inches high.

Customer understands that the maximum legal weight limit for each container is 10 tons. If the container weighs more than 10 tons and Parks & Sons is fined by Federal, State, or municipal agencies for its transportation, the Customer agrees to be responsible for all fees/penalties assessed to Parks & Sons.

The disposal included in the price quoted by Parks & Sons is as follows:

- 12 yard roll off: 2 tons included
- 20 yard roll off: 4 tons included
- 30 yard roll off: 4 tons included
- 40 yard roll off: 5 tons included

Any container above the included tonnage will be billed to the Customer at landfill gate rates. Included disposal and overage rates are subject to change at any time and without prior notice¹.

Containers with dirt, rock, concrete, block, tile, cactus, shingles, manure, or other heavy material may be too heavy for the truck to dump. If the truck is unable to dump the container, the Customer will be responsible for partially emptying the container in order to lighten the load (additional fees may apply if a second trip is needed to empty the container). If the truck is able to dump the heavy container, additional charges may be incurred to cover landfill fees. Parks & Sons reserves the right to increase prices for service where equipment is consistently reported as containing heavy material. Customer agrees to distribute weight evenly throughout the container.

Unacceptable Waste

Customer agrees not to place any hazardous, radioactive, toxic, explosive, or corrosive materials (including tires, oil, paint, batteries, and antifreeze) into the waste to be picked up by Parks & Sons. Refrigerators, freezers, and ice makers also cannot be placed into the container serviced by Parks & Sons. Customer understands that containers with these items will not be emptied. In the event that said materials are placed into containers serviced by Parks & Sons, the Customer agrees to be solely liable for any and all required remedial action.

Customer agrees to reimburse Parks & Sons for any regulatory fines attributable to the Customer improperly packaging, manifesting, or labeling the waste picked up and transported by Parks & Sons. Customer understands that service is subject to immediate cancellation if any of the above mentioned materials are placed into the waste collected. Appliances (including washers, dryers, and water heaters) and furniture longer than four feet in length (including couches, bed frames, and mattresses) may be placed into the container.

Service Frequency

Customer understands that these services are not setup on a regularly scheduled collection – the Customer is responsible for contacting Customer Service to schedule service. Minimum service fees may be incurred if container is kept longer than the allotted time.

Time normally included in price is as follows:

- 12 yard roll off: 7 days included
- 20 yard roll off: 14 days included
- 30 yard roll off: 14 days included
- 40 yard roll off: 14 days included

Included days and minimum service fees are subject to change at any time and without prior noticeⁱ.

Payment

Customer may be requested to prepay base charges upon initial setup of the account and on the day of request for any subsequent services. Customer agrees to pay additional charges, if applicable, for any fees incurred from services (overage, trip charges, minimum service, unauthorized material, etc.). These fees, unless otherwise agreed in writing, will be charged to the customer's stored payment method or via invoice after services have been performed.

There will be a late fee of 1.5% or \$5.00 per month, whichever is greater, for any outstanding balances that are past due. Late fees are subject to change at any time and without prior noticeⁱ. Unpaid balances may also be charged to the customer's stored payment method. In the event of default, in addition to the late fees stated above, the Customer agrees to pay all attorney's or collection fees, court costs, and other expenses reasonably incurred.

Equipment

Customer agrees that all reusable equipment shall remain the property of Parks & Sons. The equipment shall be utilized only for its intended use and shall not be moved or altered. Customer shall not disfigure or cover up any numbering, lettering, or insignia displayed on the equipment and shall see that the equipment is not subjected to careless and unusually or needlessly rough usage. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Parks & Sons' handling of the equipment). Customer shall indemnify, defend, and hold harmless Parks & Sons from and against all losses arising from any injury or death to persons or loss or damage to property arising out of Customer's use, operation, or possession of the equipment. Parks & Sons shall have the right to take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Customer hereby waives any and all damages occasioned by such taking of possession.

ⁱ Current rates, policies, and fees can be found at <http://parksandsons.com/services/commercial/roll-off-compactor-service/fees>.