

# Roof Rite LLC

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[roofritelc.com](http://roofritelc.com)



**2/27/2023**

Customer Name	
Delivery Street Address	
Delivery City, State, Zip	
Customer Address (if different)	
Phone	
Email	

## Rental Costs

		# units	Customer Initials
<b>12 Yard Dumpster</b>	\$375.00		_____
Dimensions	12'L x 6'W x 3.6'H		
Rental Time	Up to 7 Days		
Included Tonnage	up to 1 ton		
Additional Days:	\$10/day		
Extra Weight:	\$100/ton		
<b>16 Yard Dumpster</b>	\$460.00		_____
Dimensions	12'L x 6'W x 5.6'H		
Rental Time	Up to 7 Days		
Included Tonnage	up to 2 tons		
Additional Days:	\$10/day		
Extra Weight:	\$100/ton		

Total Cost \$ -

Delivery Date Requested	
Pick Up Date Requested	

The undersigned Individual signing this Agreement on behalf of Customer acknowledges that they have read and understand the Terms and Conditions of this Agreement here and on all subsequent pages, and that they have the authority to sign on behalf of the Customer.

\_\_\_\_\_  
Customer Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

*By signing, I am acknowledging that I have read and agree to terms listed in the entirety of the contract.*

## Terms and Conditions

Roof Rite LLC will provide dumpster disposal service using our roll-off containers. Service will be provided on the day requested when using our online ordering software. Additional days on your rental period will be \$10 Per Day, starting on the 8th day until the roll-off is picked up.

**Weight Restrictions** - All customers are responsible for the total weight of the contents of their dumpster(s). All customers are responsible for scheduling the removal of their dumpster(s). All customers are responsible for ensuring their dumpster(s) are not overloaded. Customers shall inspect the dumpster upon delivery for any existing damage. Upon removal of the dumpster, Roof Rite LLC shall be entitled to charge the customer for the repair or replacement costs attributable to any damage to the dumpster while in the customer's possession. The customer shall be liable for any repair or replacement costs. Upon removal, the customer authorizes Roof Rite LLC to collect any additional disposal and repair or replacement costs attributable to the customer.

Exceeding stated weight allowance will result in an additional charge of \$125 per ton

12 yard, 2,000 lbs (1 ton) included. In no event will customer load debris weighing 8,000 lbs or more

16 yard, 4,000 lbs (2 tons) included. In no event will customer load debris weighing 8,000 lbs or more

Any weight above the max tonnage allowed will result in refusal of service and off-loading shall be required. A dry run charge will be billed at \$150 per occurrence. Blocking or impeding retrieval of a roll-off on the agreed collection date will result in a dry run charge.

Weight overages will be charged accordingly. Additional charges may also apply for can top-offs. A minimum fee of \$100.00 for loads needing manipulation, i.e., Do not load above this line. A \$75.00 fee for any cancellations done on same day of scheduled delivery. A change of location is a \$100.00 fee after the first drop. A \$150.00 fee trip charge for unserviceable conditions (no room for drop off, not ready for scheduled pick-up, no access or blocked access to container). The dumpster rental is for seven (7) days, additional days are \$10.00 per day.

**Exceeding Fill Line** - Roof Rite LLC will not pick up the dumpster and the customer will be charged a \$150 missed pick up fee plus applicable sales tax and a \$10 per day demurrage fee plus applicable sales tax. The customer must remove any excess height of the customer's tangible personal property, materials, items, junk, and/or debris before the container can be picked up.

**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. No hazardous materials or waste.

**Non-Hazardous Solid Waste Only.** The term "hazardous waste/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, and applicable state law. Customer agrees not to put any waste that is liquid; or any waste that is radioactive, volatile, corrosive, highly flammable, explosive, biomedical, biohazardous, infectious, toxic, and/or any hazardous wastes or substances ("Prohibited Waste") into roll-off containers.

**Prohibited, Hazardous and Restricted Materials** - Without limiting the foregoing, prohibited, hazardous and restricted materials Prohibited Waste includes, but are not limited to the following items: **Asbestos, solvents, copier toner, ashes, vehicle parts, fuels, propane tanks, other flammable liquids, aerosol cans, batteries, antifreeze, paint/paint cans (unless dried latex cans), petroleum contaminated soil, dirt, sewage sludge, bamboo contaminated soil, lead paint chips, rocks, concrete or masonry products, fluorescent tubes, kitchen/garbage/food, medical waste, railroad ties, animal carcasses, oils, barrels, industrial waste, all liquids, chemical products, radioactive material, oil filters, herbicides and pesticides, recyclable electronic devices (TV, radio, VCR, DVD players, computers, monitors), or tires. It is unlawful to improperly dispose of any radioactive, volatile, highly flammable, explosive, biomedical, infections, toxic, or hazardous material.**

Cleaning due to loading of restricted or hazardous materials may be billed at a 3rd party rate plus a reasonable markup.

**Mattresses and Box Springs** will be accepted at a \$30 charge per mattress and box spring.

**Refrigerators and air conditioners** can be accepted, but you must notify us in advance.

**Brick, concrete, asphalt, stone, slate, gravel, and masonry products** will be accepted in a separate container with no other waste materials in that container. All materials must stay below the top rail (maximum fill line displayed on dumpster).

**Dirt and non-contaminated soil** will be accepted in a separate container with no other waste materials in that container. All materials must stay below the top rail (maximum fill line displayed on dumpster).

**Railroad ties** will be accepted in a separate container with no other waste materials in that container. All materials must stay below the top rail (maximum fill line displayed on dumpster).

**Tree limbs and yard debris** will be accepted in a separate container with no other waste materials in that container. All materials must stay below the top rail (maximum fill line displayed on dumpster).

**Inspection/Rejection of Prohibited Waste** - Title to and liability for Prohibited Waste shall remain with Customer at all times.

Roof Rite LLC. shall have the right to inspect, analyze, and/or test any waste delivered by customer.

**Permits** - The customer shall be responsible for obtaining all necessary and governmental approvals, if any, and paying all fees that may be incurred in conjunction therewith.

**Customer Price** – includes delivery, pick up and disposal of contracted dumpster/container.

**Cancellation Policy.** Cancellation with less than a 24-hour advance notice before a scheduled placement or pick-up of container/dumpster will result in a \$75 cancellation fee.

**Do Not Move Container/Dumpster.** Moving a Roof Rite LLC container/dumpster will result in a \$250 fee and all costs incurred by Roof Rite LLC to repair and/or retrieve the Roof Rite LLC container/dumpster.

**Driveways and Parking Areas** - Customer warrants that any access/location for equipment is sufficient to bear the weight of all equipment and vehicles required to perform the service. Roof Rite LLC shall not be responsible for any damage to pavement or accompanying sub-surface or any route reasonably necessary to perform the services herein contracted. In addition, to perform the services herein Roof Rite LLC shall not be responsible for any damage to lawns, fences or shrubbery. The customer assumes all liabilities for damage to pavement or roads, lawns, fences, mailboxes, shrubbery, trees, and septic systems. Customer acknowledges that Roof Rite LLC shall not be liable for any damage to driving surfaces resulting from Roof Rite LLC trucks delivering containers on the agreed upon areas and the surroundings. Customer acknowledges that they are not allowed to move around any roll-offs with their personal equipment or a third party's equipment.

**Disclaimer of Warranties** - Except as expressly set forth in the agreement, the services, and the container to be provided by Roof Rite LLC here under to you, the customer, are to be provided as is, where is, with all faults and without warranties of any kind, express or implied, including any warranty or merchantability of fitness for a particular purpose.

**Important- Any governmental fines due to excessive weight of the container will be paid for by the customer who leased the dumpster from Roof Rite LLC. The customer is liable for all damages to the container while the container is leased to them. By paying for our services and entering your information in our forms, you now agree to the terms and conditions of this contract and the terms and conditions of our services.**

**Governing Law** – This Agreement shall be interpreted, constructed, and enforced in accordance with the laws of the State of Delaware. The Customer hereby consents to the personal jurisdiction of said Courts. The parties hereto waive their right to a trial by jury.

**A burn fee of \$3,000.00 will be applied if you burn in the container.**

**Indemnity Provision** - Customer shall defend, indemnify and hold harmless Roof Rite LLC, the President, CEO and their respective employees, agents, directors and officers against all claims, costs, expenses, including but not limited to attorneys' fees, losses, and damages caused by, arising out of or resulting from the performance of the work, provided that any such claim, cost, loss or damage: (i) is attributed to bodily injury, sickness, disease or death, or injury to, or loss of use or destruction of tangible property (other than the work itself), and (ii) is caused in whole or in part by any negligent act or omission of Customer, any sub-contractor, any Supplier, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any negligence or omission of a person or entity indemnified hereunder. The obligations of indemnification contained herein shall exclude only those matters in which the claim arises out of the sole negligence of the Customer, or any of their respective agents, employees, or servants.

**Entire Agreement** – This Agreement sets forth the entire understanding and Agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties relating to the service.

**Severability** - If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement. The client hereto agrees that social media platforms or other electronic means shall not be utilized to defame, disparage, or reconcile grievances stemming from the professional relationship of the parties herein. The Contractor shall vigorously pursue litigation and/or other legal means to prosecute any violation of this clause by the client. Further, the client agrees that if a court or other adjudicatory body find that he/she/they violated this clause, they will be responsible for all legal fees and costs of the contractor to pursue redress for violation of same including pecuniary loss, loss profits, liquidated damages and/or statutory penalties.

**Payment and Billing** - Prepayment at the time of reservation is required by debit card or credit card. Roof Rite LLC. will keep that card on file until the account is at a zero balance. Customer hereby agrees to pay all costs and expenses for the collection of unpaid amounts including without limitation, reasonable attorney fees in an amount at least equal to fifteen percent (15%) of the balance due, but in no case less than Seven Hundred Fifty Dollars (\$750.00), Court costs and other costs allowed by the law; provided, however, that the amount of attorney's fees collected shall not exceed the attorney's fees actually incurred. There will be a \$75.00 surcharge on all returned checks. There will be a \$50.00 charge on all declined credit card payments or chargebacks.

**Permission to Charge Credit/Debit Card or Checking Account for Dumpster Fees**

I do hereby give my authorization to Roof Rite LLC to make charges to my credit card debit card or my checking account for each order and/or any additional charges incurred during the duration of my rental according to the contract(s) I have made with Roof Rite LLC on

\_\_\_\_\_

Date

I may relinquish this authorization at any time by submitting a written request to Roof Rite LLC.

Credit/Debit Charge Information

\_\_\_\_\_

Customer Name (Printed)

\_\_\_\_\_

Customer Name (Signature)

\_\_\_\_\_

Credit Card Number

\_\_\_\_\_

Expiration Date

CCV code

\_\_\_\_\_

Name on Credit Card

\_\_\_\_\_

Name of Company (if applicable)

\_\_\_\_\_

Customer Card Billing Street Address

City, State, Zip

\_\_\_\_\_

Customer phone number

\_\_\_\_\_

Customer email address