



DATE _____ TIME _____ DRIVER _____

CUSTOMER NAME _____ CAN # _____

SERVICE LOCATION _____

INSTRUCTIONS _____

DOWN PAYMENT RECEIVED: CASH \$ _____ CK# _____ COUPON RCVD _____

CONTAINER SIZE: 6 YD 12 YD 20 YD 30 YD OTHER _____

TYPE: C&D ASPHALT-SHINGLES CLEAN FILL RUBBISH ALL-IN-ONE RECYCLING
 CARDBOARD WOOD OTHER _____

HEREIN PELLITTERI WASTE SYSTEMS, INC. (CONTRACTOR), WARRANTS THAT THE CUSTOMER'S SOLID WASTE WILL BE DELIVERED TO A WISCONSIN DNR LICENSED FACILITY. CUSTOMER AGREES TO THE FOLLOWING:

1. **USE.** Customer acknowledges that it has care, custody, and management of equipment owned by Contractor and accepts responsibility for the equipment and its contents except when it is being physically handled by Contractor employees. Therefore, Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all claims for loss of or damage of property, or injury to or death of person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the equipment furnished under this Agreement.

Customer shall not overload the container by weight or by volume. Container shall not be loaded over the top level of the container, nor shall it be loaded in excess of 10 tons for 20 or 30 yard containers, 6 tons for 12 yard containers or more than 1.75 tons for a 6 yard or smaller container. Load must not overhang the width of container. If loading clean-fill materials such as concrete, bricks, gravel, dirt, etc. limit the volume to 1/2 of a 20yd container, 2/3 of a 12yd container, 1/2 of a 2yd container, due to weight restrictions. Do not use a 6 yard container for clean-fill materials. A clean-fill load may not contain any refuse or contamination, or it shall be taken to the sanitary landfill at additional cost to the Customer. In the event the container is loaded in excess of allowed tonnage Customer will be responsible for partially emptying container in order to lighten the load and additional fees may apply. Any material being recycled must meet the specifications for recycling. Charges may be added if contamination of a recycling load occurs. Customer shall be responsible for any damage to the container in the event of fire, vandalism, theft, damage or use beyond normal wear and tear. Customer shall not use the container for incineration purposes. Customer understands that containers are not waterproof and will percolate rain water and metal in the container. Customer accepts responsibility for any container leakage, or added weight due to rain or snow. Customer is responsible for obtaining a permit if required by municipality and any fees relating to such or lack of such.

2. **PROHIBITED WASTE.** Customer shall not place any waste or materials considered toxic or hazardous by any federal, state or local law, rule, or regulation in container. These items include but are not limited to; acidic, flammable, poisonous, or reactive materials. Recyclable materials, tires, drums, batteries, appliances, electronics, brush and grass clippings are prohibited unless Contractor has pre-approved a homogeneous (entire clean load) recyclable load of stated material. An updated list of prohibited materials will be given to you at the time of delivery, as there may be additional materials prohibited. The Customer shall be responsible for any fines assessed and/or any additional costs if these items are placed in the container. Many of the prohibited materials can be disposed of using alternative methods. No liquid or wet concrete is allowed in any container. Please call Contractor during normal business hours for further information.

3. **DRIVEWAYS AND ACCESS TO THE CONTAINER.** Customer agrees to have a fully accessible site for location of the equipment furnished. Customer warrants that any right of way provided by Customer is sufficient to bear the weight and operation of Contractor's equipment, machinery and vehicles. Customer agrees that Contractor shall not be liable or responsible for discoloration, damage to pavement, lawn damage, wire damage, tree damage, building damage or surface or accompanying subsurface of any route used to perform the service. Claims for damage must be submitted in writing within 24 hours. Driveways and access to the container needs to be cleared of snow, ice and mud.

4. **DAILY RENTAL FEES.** Rental fees of \$10.00 per day shall be assessed on containers that are not dumped within the allotted time. The allotted time for any size container is seven (7) days unless specified otherwise at the initial sale of service. The allotted time begins with the original delivery date and continues with each day thereafter. Contractor will not automatically pick up the container. **CUSTOMER MUST CALL TO HAVE CONTAINER PICKED UP, EMPTIED OR REMOVED.**

5. **EXTRA CHARGES.** Additional diesel fuel charges may apply. If for any reason Contractor has to wait more than ten minutes for any reason at a site a fee shall be assessed. If Customer requires Contractor to return to move, relocate or remove said container after initial delivery a moving fee shall be assessed. An attempt fee shall be issued if container storage site is not accessible for delivery and/or pickup, and/or if customer is not on-site to sign delivery slip and accept delivery of container (unless pre-arranged with Contractor). Contractor is not responsible for Customer not having adequate entry access or space for delivery and applicable fees for all needed services resulting will apply. Extra charges shall be assessed for containers that are overloaded beyond their capacity, by weight and/or volume (see USE above). Customer shall be responsible for any overweight fines or extra charges as a result of overloading and agrees to assume any liabilities in connection therewith. Contractor reserves the right to reject any load for any reason. **Weather, contamination, frozen material or unforeseen circumstances may add additional fees such as a backhoe charge or extra charges for digging materials out of the container.**

6. **PAYMENT.** If open credit has been established Customer agrees to pay all charges within 15 days of invoice. A finance charge of 1.5% shall be assessed to accounts unpaid after 30 days. Liens may be filed on the service address property and additional collection costs may be charged if the account remains unpaid. Customer agrees to pay all late charges, interest charges, and other collection costs for failure to comply with Contractors credit terms. If paying by credit card, Customer is authorizing Pellitteri Waste Systems to charge credit card deposit prior to delivery for the cost of delivery, pick up and disposal and also charge or credit any amount that is more or less than the original deposit not limited to additional charges such as late fees, contamination fees, attempt fees, move fees, collection costs and additional services. If paying by check a fee shall be assessed for returned checks.

SPECIAL INSTRUCTIONS (Per Customer) _____

SIGNED BY (Representing the above Customer) _____ DATE _____