

Please read carefully, THIS IS A BINDING AGREEMENT please digitally sign below or print, sign and return via fax to 510-638-7811.

If you have any questions, please feel free to contact us at 650.458.6356.
Thank you!



<u>Items with Extra Fees</u>	<u>\$Each</u>
Tires	\$12.00
Mattress/Boxspring/Sofa/Couch/ Large or Bulk items	\$10.00
Refrigerator or A/C Equipment (any item w/Freon)	\$50.00

Delivery & Pickup Space Requirements. A minimum of 50 feet of straight line access and approximately 21 feet in height is required.

Customer is responsible to ensure there is enough space available for delivery and pickup. Additional deliveries/pickups/re-spots for *any reason* will be charged \$125/ea (includes trucks in route/onsite). Any wait time will be charged at \$85/hour prorated by minute. Customer warrants that the space for the box is legal and that Customer is authorized to grant ingress and egress to JD Services.

Delivery Times. Deliveries & pickups can occur anytime between 5:30am and 8:00pm. Please notify us if there are time restrictions. Delivery times are not guaranteed. JD Services does everything possible to deliver your box within the allotted timeframe, however, weather, traffic conditions, road closures, lines at disposal facilities, and vehicle breakdowns are a few of the various uncontrollable obstacles affecting delivery and pickup times. Please plan accordingly. We recommend scheduling delivery one day in advance of your expected use. JD Services is not liable for any claims of loss. JD Services is not liable for any consequential, delay or incidental damages whatsoever.

Pickups: Please call when your box is available for pickup. Boxes are NOT automatically picked up after 10 days, unless a pre-schedule pick up was set up at time of placing delivery order. Pickups take 1-4 business days from the date of your call (Day 1 is considered the business day after you call in. Business days are considered Mon-Fri and Saturday-ONLY when our fleet is in service. You may pre-schedule your pick up at the time you schedule your delivery to ensure an exact pickup date. Please contact our office to confirm Saturday service.). Rental fees stop on the day your box becomes available for pickup. Customer is responsible to ensure no cars/objects are blocking access for pickup.

Rental Time. 10 calendar days. Additional rental days are charged \$5/day. Additional rental time is contingent upon availability. Rental fees stop on the day your box becomes available for pickup.

Box Sizes. Box sizes include 5, 10, 15, 20, 30, 40, & 50 for Mixed C&D, Household, Green Waste/Wood, and Metal boxes and 4, 8, & 10 for Dirt/Rock boxes. Please note when ordering a 4 or 8 cubic yard dirt/rock box you may receive a 10 cubic yard container. ONLY fill container to designated 4 or 8 cy level. Additional fees apply if box is filled above specified level. It is the responsibility of the customer to ensure there is enough space for the box Size ordered. Please see approximate box dimensions located on the debris box sizes page online. Box dimensions may vary. If space restrictions exist it is the responsibility of the customer to notify our office at the time the order is placed. Exchanges or returns due to space issues will incur an additional delivery fee of \$125.

Price. Boxes are charged a base fee plus any applicable overweight and extra fees as specified herein.

Recycling Receipts. Please notify us at the beginning of each job that recycling receipts are required. We must be notified before the first box is delivered that receipts are needed. This ensures that your receipts are properly tracked. Receipts will be sent to you upon job completion. All outstanding balances must be paid before any receipts will be issued. Upon completion, please contact us to submit a recycling receipt request. Requests can take 1-15 business days to process.

Recycling Boxes: Recycling boxes must be filled with ONLY specified material. If any other materials are found, the box will be charged as a general/C&D box and is subject to overweight fees (**please see Weight Limits/Overweight Fees below**).

Box Types: **General/C&D -** Includes general household waste and construction and demolition materials. No dirt/rock is allowed in these boxes. Box is subject to Weight Limits and Overweight charges (Please see Weight Limits Below).

Initials

Dirt/Rock Boxes- Not subject to weight limits. Includes dirt, rock, concrete, asphalt, sand, brick, tar, gravel, and any other aggregate materials. No other materials are permitted. No mud. No wet concrete. Min. \$100 charge for mud/wet concrete removal. Must be filled with ONLY the specified materials above. If any other materials are found, the box will be charged as a general C&D box and is subject to overweight fees (please see Weight Limits Below).

Green Waste/Wood- Green waste and wood only. No treated wood. No other materials permitted. If any other materials are found, the box will be charged as a general C&D box. Box is subject to Weight Limits and Overweight charges (Please see Weight Limits Below).

Metal - Not subject to weight limits. Scrap metals only. All metal appliances are okay. No other materials allowed.

Weight Limits/Overweight Fees. Boxes in excess of the Weight Limit will be charged \$90/ton overweight or any portion of (includes rainwater). Minimum \$25 charge.

Box Contents. The Customer is fully responsible for ALL BOX contents.

San Jose Customers No *Solid Waste* is allowed in dumpster bin. Customer is subject to AB 939 fees and franchise fees of \$4.56 per cubic yard, if debris is deemed solid waste. Examples: non-recyclables, food waste, and garbage/trash.

Heavy Materials. Heavy materials include: dirt, rock, concrete, sand, turf, brick, asphalt, tar and gravel, etc. Heavy materials can only be loaded into boxes specified for their weight. Please ask for a box suitable for heavy materials. Absolutely NO dirt/concrete/aggregate/inert/other heavy materials in 20, 30, 40, and 50 cy boxes.

LOADING. No Tractor Loading. A minimum of \$100 will be charged for tractor push off (a tractor required to unload contents). Customer is responsible for damages to dumpsters caused from tractor loading. A minimum of \$100 will be charged for damaged boxes. Do not fill box above the sides. Do not load heavy material on top or to one side of Box. Do not crown debris in the center of the box. Overfilled boxes **CANNOT BE TRANSPORTED**, must be unloaded by customer and incur an additional trip fee. Boxes that are loaded with unauthorized materials may cause dumpsters to flip over when they are moved and/or transported. In the event that this occurs due to improper loading and unauthorized materials in the load the customer takes full responsibility for all cleanup costs, any injuries, and any damages.

NO HAZARDOUS MATERIALS including oil, paint, chemicals, asbestos, treated wood, fluorescent bulbs, household cleaners and any other items defined as hazardous by the Federal, State or local laws are allowed. A minimum of \$100 per item will be charged to dispose or return hazardous material found.

Parking Permits. Required city/county parking and/or encroachment permits are the responsibility of the customer.

Property. The customer warrants the box location to be suitable for installation and removal of the box and shall be fully responsible for any damage to driveways, fences, landscaping, utilities, and any other property. Customer acknowledges that pick-up and delivery of boxes will cause some damage to surfaces. By signing below the undersigned agrees and does hereby release from liability and to indemnify and hold harmless, Bernardini Enterprises, Inc., and any of its employees or agents all liability for any property losses or damages occasioned by, or in connection with any activity or services rendered.

Box Placement. Boxes will be placed on the street unless directed otherwise by the customer. By requesting box placement off the street or on private property the customer acknowledges that damages may occur and takes full responsibility of all damages caused to private property. It is the responsibility of the customer to be onsite to ensure proper placement. Re-spots required due to incorrect placement will be charged a trip fee of \$125.

Cancellations, Returns & Exchanges. All cancellations will be charged a processing fee equal to 10% of the total box price. Trucks in route/onsite will be charged a cancellation fee of \$125. Any additional trips are charged a trip of \$125 each. No refunds to credit cards, only credit for future use will be issued.

Payment. Payment is due upon invoice unless subject to other agreement. Late Fee is 1.5% per month for any outstanding balance.

Terms/Pricing are subject to change at any time and without notice. In the event it becomes necessary to commence legal action for payment of obligation incurred, customer agrees to pay collection agency fees, attorney fees and court costs.

CUSTOMER AUTHORIZES CHARGING OF THEIR CHARGE CARD FOR ANY EXTRA FEES INCURRED.

By signing here, I agree that I have carefully read and will abide by the terms of service listed above.

Printed Name: _____

Date: _____

Signature: _____

Company: _____