

**Bargain Services, LLC
Db a Bargain Dumpster**

Service Agreement

Service Address: _____

Please read this document thoroughly as it explains your charges. Sign and initial where required. This document was sent to you because you have placed an order for a dumpster rental and have already given your credit card information to pay for the dumpster rental. This is the rental contract between the Renter and Bargain Dumpster. It is required to be electronically signed by the Renter and emailed back to Bargain Dumpster to complete this rental transaction. The dumpster will not be scheduled or reserved for delivery if this Service Agreement is not signed and returned. In some circumstances, such as scheduling or time constraints, the dumpster may be delivered in good faith that the Renter will return the Service agreement immediately afterwards. **This Service Agreement will apply to the initial dumpster delivery and extend to cover all additional dumpster rentals ordered by the Renter at the same exact address.**

Cancellation fee: Once you have provided your credit card as payment for a dumpster order, we charge the card immediately to ensure funds are available. If you cancel the dumpster rental order after the credit card has been processed, your account will incur a \$50 fee to process a refund. The credit card company charges us a transaction fee for every credit card processed. If you cancel your order after 12:00pm E.S.T. the business **day prior to the scheduled delivery date, or on the delivery date, there is a fee of \$175.00 - \$225.00.** There is a \$50.00 - \$175.00 fee to **modify** your scheduled delivery after 12:00 p.m. E.S.T. the day before the set delivery date. **All Cancellations must be confirmed with a customer service representative. Emails and voicemails do not guarantee cancellation.**

Important: Dumpster Arrival & Dumpster Pick-Up:

We DO NOT AUTOMATICALLY PICK UP the container on the last date of your rental nor do we have same day pick up service. All Final Pickup Requests must be confirmed with a customer service representative. Emails and voicemails do not guarantee removal. Due to scheduling, we require one business day advance notice for all pick up and re-rental request. It is the responsibility of the renter to call and speak with a customer service agent to schedule the dumpster for pick up by the "Last Day" listed on your rental receipt. If you do not call by the "Last Day" stated on your rental receipt to schedule the dumpster for pick up, you will be charged a daily rental fee. DO NOT call the phone number on the side of the container or make any service requests with our driver. For all dumpster services, please call customer service at 1-800-856-2896. Your container can arrive or be picked up at ANYTIME throughout the scheduled service date. All dumpster deliveries and pick up requests are based on the routing of all customer rentals for that day. We make every effort to deliver and pick up the dumpster according to Renter's time preference; however, we are unable to guarantee service times or dates due to circumstances beyond our control. Reasons for delays include but are not limited to: inclement weather, hazardous roads and driving conditions, traffic delays, motor vehicle accidents, interrupted scheduled routing, delays at landfill or equipment failure. Please keep in mind the driver's main responsibility is not customer service. It is to deliver and pick up dumpsters safely and expeditiously. The driver is not allowed to knock on doors or wait onsite while any situation is being remedied. These type of situations can cause delays for other customer requests throughout the daily schedule. Due to this, we recommend you schedule the dumpster to be delivered a minimum of one day before you plan to use the dumpster. Our routes can begin very early in the morning and can continue into the late evening hours. The day of delivery is not counted as the first day of your rental agreement because we cannot guarantee delivery times. The first day of your rental is the day after delivery regardless of the original scheduled date. Bargain dumpster LLC and Contractor(s) are not liable for any compensation to Renter/contractor(s) for any monies loss due to dumpster delivery and/or pick up times. If you request a call prior to or en-route for service, please understand this is a courtesy call not a guarantee of service. For any delays that may cause the dumpster not to be delivered or picked up on the scheduled service date, the service request will automatically be rolled over to the next business day until the dumpster can be removed.

Unsuccessful Container Pick-up or Delivery Attempts:

When you schedule delivery and pick up, the area which you requested the container to be placed or removed has to be accessible upon the driver's arrival and cannot be blocked by anything (for the entire day). Again, the driver is not allowed wait onsite while any situation is being remedied, such as getting out of truck to walk into offices or knocking on doors. If the driver arrives and is not able to deliver or remove the dumpster for **any reason**

outside of our control, there will charge of \$175.00 - \$300.00 dry run fee, per each attempt to deliver or pick up the dumpster.

Overweight dumpsters, daily rental charges, and Additional Fees:

There is a weight limit included in your dumpster rental price as well as a 15% fuel surcharge. As stated on your rental receipt, if your disposal needs exceed this weight limit, there is a per ton fee this fee is not prorated. Bargain Dumpster reserves the right to require a deposit in instances where a substantial overage is anticipated. Bargain Dumpster does not own the Landfill company where the contents of your dumpster rental is disposed of. Some Landfill companies only bill our company for the disposal weights once every 45 - 90 days. In some areas, depending on the Landfill company's billing cycle, there can be up to a delay of 30 -180 days to charge your account for for any additional weight of your dumpster rental. If there is a delay in billing your account for the additional weight, this billing delay does not void the validity of the total weight of the dumpster nor the payment responsibility of the Renter for these additional charges. By continuing with this dumpster rental and signing the credit card authorization form on the next page, you agree to allow Bargain Dumpster to charge the your credit card or debit checking account on file for all overweight charges, rental extension fees, and/or fees incurred by the Renter during the Dumpster rental, regardless of delay in billing. In situations where you have provided more than one credit card, we will charge the last credit card you provided for any additional charges. In some areas; city, counties, municipalities taxes/fees will be charged at the end of the rental after the dumpster has been emptied. We do not have same day pick up for a dumpster return request. The dumpster will be scheduled for final pick up the next business day or the next available opening in our schedule. There is a daily rental fee if the container is not returned or re-rented by the "Last Day" stated on your rental receipt. ***YOU MUST CALL ONE BUSINESS DAY PRIOR TO THE "LAST DAY" ON YOUR RENTAL RECEIPT AND PRE-SCHEDULE THE PICKUP TO AVOID BEING CHARGED THE DAILY RENTAL FEE.*** Example: If the "last day" on your rental is Wednesday, you must call by Tuesday to pre-schedule the pick up for Wednesday to avoid being charged the daily rental fee. If your "Last Day" is on a Friday, and do not call until Friday to schedule pick up, you will be charged the daily rental fee for Saturday, Sunday, and Monday because Monday will be the earliest we can pick up the dumpster. **Bargain Dumpster is not responsible for the weather; there will be no price adjustments due to wet debris. In situations where a card on file declines and customer refuses to provide additional payment method and additional charges due to overages are forthcoming Bargain Dumpster reserves the right to empty the contents of the dumpster on site and the rental fee is nonrefundable.**

Initial: _____

Relocation fee: It is the Renters choice whether or not to be on-site to meet the driver for dumpster placement. We make every effort to place the dumpster in the area where the Renter describes over the phone. We recommend that the Renter have "someone" meet the driver for all dumpster service requests; however, we do not require the driver to be met on-site. If you choose not to have someone meet driver to accept the dumpster for delivery and it is placed in an unfavorable area, there is a \$125-\$300 relocation fee to return to moved or relocated the dumpster for any reason.

Special Use Containers:

Dirt, concrete, brick, granite, masonry products, and roof shingles are allowed only when arranged at time of bin order and it must be stated on your rental receipt if you plan to dispose of such items. These items are disposed of at a different recycling location. Your rental rate for these items are based on the premise it is a "strictly clean" load and is not mixed with other types of debris. At the time of disposal, if the recycling station refuses to accept the contents of your container for disposal due to a "unclean" or "contaminated load", we will have no choice but to dispose the contents at the local landfill. The landfill will weigh the dumpster and your rental rate will reverse to a regular construction dumpster with a per ton rate stated on your rental receipt.

Overloaded Containers:

*Once loaded, ALL DEBRIS MUST BE INSIDE THE CONTAINER. Nothing can be sticking up or over the sides of the dumpster. The dumpster has to be tarped before the driver can drive safely on the road. Make sure the dumpster is not loaded above the top of all four sides and the debris inside the container is evenly distributed. Upon arrival if the dumpster is overloaded, your account will be charged an overload fee and possibly a dry run fee as well as an overage deposit. **Renter is responsible for placing the dumpster in a secure location until it is removed from site; to avoid anyone other than the renter placing debris inside the dumpster.** As the Renter, you assume all liability and are responsible for payment of all contents and debris placed inside dumpster until the rental is picked up and returned to our company regardless of schedule pick up delays. Bargain Dumpster reserves the right to empty the dumpster contents on-site, should the Renter accept the dumpster

delivery, use the dumpster, and not return the Service Agreement signed and/or refuse to pay for dumpster rental and/or fees.

If a secure area is not possible, it is the Renter's responsibility to secure/cover the opening of the dumpster. Bargain Dumpster does not provide tarps or covers for any size of the open roll off dumpsters.

Prohibited Materials:

A list of Acceptable/Unacceptable items will be provided along with this agreement. There are a few unacceptable items, such as; but not limited to Electronic waste (televisions/computers), appliances, mattress/box springs, and tires, some landfill will accept for disposal for an "Per Item" fee. This fee is \$75.00-\$125.00 per item and in addition to the rental price of the dumpster. If you plan to dispose of these items, **advance notice and prepayment of these items is required.** It must be stated on your rental receipt if you plan to dispose of such items. These materials must be loaded inside the dumpster last so it can be the first item removed and separated at the landfill. Food Trash and Food Containers are strictly prohibited in the containers unless special disposal arrangements have been made with the customer service representative. If any unacceptable / prohibited item(s) are found inside the dumpster prior to dumpster removal, those items can be left on the premise. If any unacceptable/ prohibited item(s) are not found until the time of disposal and it is has not been prepaid; there is a "Prohibited Materials" disposal fee of \$125.00 - \$300.00 **plus** the "Per Item" fee to dispose of these materials. If food trash/containers are found, the per per ton rate will increase to cover the costs for proper disposal.

Contact Information:

Bargain Services LLC
PO Box 3967
Irmo, SC 29063

Phone: (800) 856-2896
Email: ctcontainer@gmail.com
Fax: (800) 856-2896

Hours of operation:
9:00am to 5:00pm
Monday-Friday

As you have requested, Bargain Dumpster and its affiliates may enter your property for the purpose of delivering, servicing, and removal of roll-off container(s). Bargain Dumpster will be held harmless and without indemnity of all liability related to and/or resulting from said acts. Bargain Dumpster is not responsible for damages to driveways, grass/sod, shrubs, water lines, material placed too close to the delivery site, etc.

By my signature below, I agree that I am the responsible party for the payment of charges on the containers I order from Bargain Dumpster regardless of the ownership of the property they are ordered for. I also acknowledge that I have read and understand the terms of the above rental agreement.

Signature Property Owner or Contractor

Date

Credit Card Authorization Form
Please fill out and complete this Authorization.
All information will remain confidential

Cardholder Name: _____

Billing Address: _____

Service Address: _____

Credit Card Number Last Four Digits: _____

Expiration Date: _____

Card Identification Number (CVS) Located on back of card: _____

Cardholder Drivers License Number: _____
(American Express we also require a picture of the drivers license for our file)

Initial Sales Receipt #: _____

Initial Rental Charge: \$ _____ Initial:

Weight Allowed: _____ Initial:
(once the container is disposed of at the landfill any over weight charges will be billed per the terms of the sales receipt)

Days included in rental: _____ Initial:
(rental can be extended, please refer to sales receipt for extension fees that may apply)

I hereby authorize Bargain Services LLC Dba Bargain Dumpster to charge the agreed **Initial** amount listed above to my credit card provided herein for the rental and services of a roll off dumpster rental. I agree that I am responsible for all charges accrued at the service address listed on the Bargain Dumpster Service Receipt and Service Agreement. **I agree to pay for this purchase in accordance with the issuing bank cardholder agreement. Further, I authorize this Credit Card Authorization Form be extended to cover any additional dumpsters ordered by me at the same address, daily rental extension fees, over weight charges, penalties, and fees accrued per my Service/rental agreement to be billed to my card within 180 Days of the "Last Day" of the rental agreement.**

Cardholder - Sign and Date Below

Signed: _____

Dated: _____

Damage Waiver:

**Bargain Service LLC
Dba Bargain Dumpster
PO Box 3967
Irmo, SC 29063
(800) 856-2896**

Bargain Dumpster and its Affiliates makes every effort to set a roll off dumpster in a location that is specified by the property owner, contractor, supervisor, and/or Renter. Customer warrants that any right of way provided by customer for Bargain Dumpster’s equipment is sufficient to bear the weight of all equipment and vehicles reasonably required to perform the services contracted.

Bargain Dumpster LLC and Contractor(s) shall not be held responsible for damage to any property of any route necessary to perform the services contracted. This includes, but is not limited to, driveways, sidewalks, alleyways, easements, retaining walls, irrigation, water meters, utility connections, construction materials onsite, Sod, landscaping, construction/project materials, etc. Also, many times construction/project materials are stacked or placed too close in proximity to the dumpster placement which may become an issue when the dumpster is moved.

Customer assumes all liabilities if damage occurs. Additionally, if the Customer’s driveway is painted and/or coated, Bargain Dumpster LLC and Contractor(s) are NOT responsible for any damage to painting/coating.

Renter assumes liability for all damages, fines, fees, and charges for rental equipment placed on or off property of the delivery address. (example: street parking,) due to theft, motor vehicle accidents, vandalism, lawsuits and city/county/code enforcement ticketing/impoundment regardless of dumpster removal times or dates.

Therefore, the following property owner/contractor or their representative by their signature below, releases Bargain Dumpster and its Affiliates, or any of Bargain Dumpster’s drivers/employees from any liability or damages that may arise from setting or retrieving a roll-off container when the container is set in accordance with the property owner, contractor, etc.

This damage waiver will cover the initial dumpster delivery and all subsequent dumpster rentals ordered for the service address below.

Service Address: _____

Signature Property Owner or Contractor

Date

Preventing your dumpster rental from damaging your property

A rented dumpster plays an important role in renovation or remodeling projects but it can also wreak havoc on property. Not only do you have to deal with the portion of the landscape or driveway where the dumpster is placed, you may also need to contend with the equipment required to drop off and pick up the dumpster. A Good planning and a little preparation can minimize the potential for damage to the landscape, but you will most likely need to do at least a little site remediation once the dumpster is hauled away.

Size and Placement

Plan the project and dumpster position well. Whenever possible, have our driver delivering the dumpster place the dumpster on a driveway or other hard, non-vegetated surface. Some municipalities allow you to place the dumpster in the street temporarily, although a permit may be required. Choose a dumpster that is no larger than necessary to keep the area affected to a minimum. Bargain Dumpster is happy to help you choose an appropriate dumpster size for a particular project. If possible, plan the dumpster delivery and pickup and your project so that you have the rental dumpster in your yard for as short a time as possible if it is positioned on top of grass, other vegetation or soil where tree or shrub roots are growing.

Plywood for Protection

The best way to protect the surface under the dumpster, whether it is lawn or a concrete or asphalt driveway, is to lay down plywood or pieces of wood where the dumpster will be placed and wherever the delivery truck and other construction equipment will be operating. Without the wood, parts of the dumpster and equipment can sink into the ground, leaving unattractive ruts and areas with extreme compaction. Even if a dumpster has wheels, because they are made of metal, they can still dig into or gouge both soft and hard surfaces, including driveway pavement.

Filling it Up

We require that you fill the dumpster up to a level just below the top of the dumpster and no more, or pile materials only 1 or 2 feet above the top, as we will need to cover the dumpster with a tarp to keep the debris from flying out during transport. However, for the sake of any soil and vegetation under the dumpster, especially if the soil is wet, it may be best to fill the dumpster up no more than about 75 percent of the way, or even just to 25 percent of its total volume if you are placing primarily bricks, blocks or other heavy material in the dumpster.

Deal With the Aftermath

Ideally, if the dumpster was positioned on turf, the full extent of the damage will be a yellowing or paling because the grass under the dumpster did not receive sunlight and it will quickly recover after the dumpster is picked up. If the dumpster or the truck that picked up the dumpster pushed the soil down, a hand or machine core aerator will alleviate compaction, restoring the movement of moisture and air to plant roots. Where the dumpster or equipment left shallow ruts in the lawn but grass is still growing, force a garden fork under the grass roots in the rut and lift it up to just above the surrounding soil level to encourage recovery. For deep ruts with no grass growing, aerate the spot, fill it with high-quality topsoil and re-seed or lay new sod in the site. Once compaction is addressed, correct any remaining low spots by spreading a mixture of equal parts sand and compost into the low spots 1/2 inch at a time, adding no more than 1 inch total of the mixture each year. If the dumpster was left in

place for a very long time or damage was significant, the grass under it may have died. If this is the case, plan to remove all dead grass and other debris, alleviate any compaction and spread new seed or lay sod in the site.

ACCEPTABLE WASTE

Brush & Limbs
Cardboard
Fiberglass Matting
Glass & Mirrors
Glass Wire (Optical Fiber)
Insulation Material & Ceiling Tiles
Lumber & Wood
Signs, Mailboxes, Awnings
Vinyl Siding & Structural Fabrics
Packaging Materials
Pallets & Crates
Pipes & Tubing (Containing NO liquids)
Plaster & Plaster Boards
Poly-Fiberglass, Cured
Structural Steel & Plastic
Furniture
Non-Motorized Large Toys

Brush & Limbs
*Items are accepted by landfill as acceptable waste. Due to the cumulative weight of these items; you must specify upon ordering the dumpster, the amount of these items you will be disposing, it must be approved, and listed on your rental receipt.

*Dirt, Clay, Rocks

*Sand, Gravel, Silts

*Tile, Coverings, Granite

*Bricks & Masonry Blocks

*Hardened Concrete

*Shingles & Roofing Materials - All roofing containers must be kept half full at a max

*Stumps & Logs (must be cut down to 4ft pieces)

UNACCEPTABLE WASTE

** NO FOOD GARBAGE OR FOOD CONTAINERS - HOUSEHOLD / FOOD / OFFICE

** NO VEHICLE TIRES

** NO APPLIANCES (White goods)

** NO MATTRESSES OR BOX SPRINGS

** NO LIQUIDS: Wet materials such as cement, paint, or plaster are not allowed in bins

NO ELECTRONICS: NO TV's, VCR's, RADIO's, DVD's OR ELECTRONIC DEVICES

NO DVD CD DISCS

NO COMPUTERS OR MONITORS

NO COMPACT FLUORESCENT LIGHTS

NO FLAMMABLE MATERIAL

NO EXPLOSIVE MATERIAL

NO DRUMS - PLASTIC OR METAL

NO CHEMICALS NOR THEIR CONTAINERS

NO PESTICIDES NOR THEIR CONTAINERS

NO RAILROAD TIES NOR CREOSOTE POLES

NO WASTE CONTAMINATED WITH PETROLEUM PRODUCTS (i.e Oil cans, absorbents containers, parts, tar, sealants)

NO WASTE CONTAINING PRESERVATIVES

NO SOIL, DIRT, CLAY, SAND CONTAMINATED WITH ANY UNAPPROVED CHEMICALS OR PETROLEUM PRODUCTS

NO MATERIAL CONTAINING ASBESTOS

NO FLAMMABLE MATERIAL

NO EXPLOSIVE MATERIAL

NO PALLETS OR CRATES MARKED WITH LETTERS "MB"(PESTICIDE METHYL BROMIDE ARE NOT ACCEPTABLE

**** Some Landfill companies will accept these items for an additional per item charge. Please consult a Customer Service Rep if you plan to dispose of these items. Prepayment is required to avoid being charged a Prohibited fee if found during disposal.**

Any other item or material prohibited by local, state and/or federal regulations

Sludges from industrial processes or sludges containing free moisture

infectious waste, except as provided by N.C. Solid Waste Management Rules. "Infectious waste" means a solid waste capable of producing an infectious disease. The types of waste designated as infectious are microbiological waste, pathological waste, blood products and sharps.

Hazardous wastes-"Hazardous waste" means a solid waste or combination of solid wastes that, because of its quantity, concentration or physical, chemical or infectious characteristics, may:

Barrels and drums that are not perforated sufficiently to ensure that no liquid or hazardous waste is contained therein

Burning or smoldering materials

Construction and Demolition debris

Flammable and volatile wastes

Semi-solids

Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating, reversible illness; or

Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed.

Lead-acid batteries - accepted at Multi-Material Recycling Facilities

Pesticide containers - accepted at Multi-Material Recycling Facilities

Raw sewage sludge, septic tank pumpings, or raw manure

Aluminum beverage cans - accepted at Multi-Material Recycling Facilities

NO BAGGED ITEMS - LANDFILL DISPOSAL RATES WILL INCREASE / Please ensure paper & light weight items are weighed down or in cardboard box so they do not fly out of container while driving.