



Dumpster Terms and Release

Emery Excavating is not responsible for any damage beyond the curb line. We can place the container wherever dictated by the customer but cannot be responsible for cracked driveways, broken concrete, water lines, underground tanks, rust spots, damaged fencing or landscaping (including lawns), septic systems, etc. that occurred due to placement of the container regardless by the delivery truck or the container itself. Customer must assure a minimum of 15' overhead clearance for all power, phone, internet, cable, and any other lines/structures/trees. Customer releases Emery Excavating and holds harmless against all claims, and damage to property arising out of CUSTOMER'S use, operation, or possession of the roll-off container. Company shall not be liable to CUSTOMER for failure to perform the services due to events beyond its control, including but not limited to strikes, riots, fires, floods, and governmental actions, changes in law, weather, traffic, or acts of God. **Customers should mark and advise all drivers of possible hazards prior to delivery.** Unless otherwise quoted, our prices include only one hooking and unhooking of a dumpster. Any requests to place a new dumpster in the exact location of a dumpster scheduled to be removed may result in a \$40 "double hook fee". This action results in a considerable amount of activity on the part of the driver and, at his/her and management's discretion, this request may be denied. Driver retains the right to deny placement in a requested location based upon safety and/or site considerations.

Customer is responsible for payment and display of street permits if required by city, county, or township law. If a violation is issued by the city for "no permit" the customers card on file will be charged for the fee amount.

Loading a container over the maximum weight limit may result in the container too heavy to be hauled safe. In this event, the customer is responsible for unloading the container until the weight allows it to be safely hauled. Failure to comply will result in the container being emptied on the service site as well as an additional round-trip haul charge of **\$150.00** will be charged.



Maximum tonnage permitted per container:

- 10 yard - 2 tons
- 12 yard - 2 tons
- 15 yard - 2 tons
- 19 yard - 3 tons

Prices vary on weight (\$50 per extra ton), materials and distance. Please reach out if you have any questions.

Due to the weight of dirt, rock, concrete, sod, sand, gravel, asphalt, and shingles rates and tonnage may differ from the information listed above. Changes in these will be listed on the customer's invoice. Clean fill "flat rate" containers must be only clean fill concrete, dirt, or aggregate. If mixed with Trash/Construction debris, etc. tonnage rates will apply.

Customers are responsible for damage to container beyond reasonable wear and tear. When using machinery to load containers, please be careful.



ACCEPTED

- Brick
- Drywall & Plaster
- Carpet
- Tile
- Appliances
- Dirt
- Sand
- Tree Trimmings
- Grass Clippings
- Furniture
- *Mattresses



NOT ACCEPTED

- Tires
- Drums of liquid
- Chemicals
- Asbestos
- Toxic Waste
- Hazardous Waste
- Flammable Liquids
- Paint-Liquid
- Used Oil
- Propane Tanks

**Mattresses are a \$25 addition fee per mattress.*

Customers will assume and be responsible for any fines, violations, or penalties arising from content in container.

Emery Excavating is not responsible for any injury sustained while loading or using our container.

CUSTOMERS Agreement to Pay for Services: The Customer shall pay to Emery Excavating for the service charge, and adjustments as set forth in this contract. The rate for the proper disposal of the contents of the roll off container is indicated by the customer signature on the accompanying invoice or USE of the dumpster provided. Additional fuel charges may apply, and if so, will be noted on our invoice. Emery Excavating may impose, and the Customer shall pay a late fee of one and one half (1.5%) per month or eighteen percent (18%) annually on all past due accounts. Emery Excavating may terminate this agreement if Customer fails to pay the service charge or should the credit worthiness of the Customer not be acceptable to Emery Excavating. Advance payment shall be required for all Customers not having pre-approved credit with Emery Excavating. No container will be delivered unless payment is secured.

If customer is not on site for container delivery and no signature is obtained, the use of this dumpster will be considered agreement to the above Terms and Conditions.