

## **Redcloud Disposal LLC**

### **Terms and Conditions**

#### **Service Performance**

Redcloud Disposal LLC (Redcloud) will provide construction and demolition debris waste hauling and disposal service and other services using our roll-off containers as ordered and paid for in advance by Customer. Service will be provided as scheduled as to the best of Redcloud's ability.

#### **Waste Material**

Non-Hazardous Solid Waste Only. Customer agrees not to deposit any waste that is liquid, or any waste that is or contains radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous, infectious, toxic or hazardous waste or substances ("Prohibited Waste") into Redcloud's containers. Prohibited Waste includes, but is not limited to tires, paint, herbicides, pesticides, electronics of any kind, large tree stumps, food waste and hazardous waste. Appliances including refrigeration and air conditioning mechanical equipment are not allowed. Concrete, landscape materials, and shingles must be approved by Redcloud prior to the customer loading and must be loaded in a dedicated container for the material. The purpose of Redcloud's service is solely to remove and dispose of customer's permitted non-hazardous and non-toxic solid waste.

#### **Inspection; Rejection of Prohibited Waste**

Title to and liability for Prohibited Waste shall remain with Customer at all times. Title to and liability for any waste excluded above shall remain with Customer and CUSTOMER HEREBY EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS REDCLOUD DISPOSAL LLC FROM AND AGAINST ANY AND ALL DAMAGES, FINES, LOSSES, INJURIES AND LIABILITIES RESULTING OR ARISING OUT OF SUCH PROHIBITED WASTE EXCLUDED ABOVE, REGARDLESS OF WHETHER OR NOT THE DAMAGE, FINES, LOSSES, INJURIES AND LIABILITIES COMPLAINED OF ARISE OUT OF OR RELATES TO THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR OTHERWISE) OF, OR WAS CAUSED IN PART BY, REDCLOUD. Redcloud shall have the right to inspect, analyze or test any waste delivered or loaded by Customer. If Customer's waste is believed, in Redcloud's sole discretion, to be Prohibited Waste, Redcloud can, at its option, reject the Prohibited Waste and return it to Customer or require Customer to remove and dispose of the Prohibited Waste at Customer's expense. Customer shall indemnify, hold harmless and pay or reimburse Redcloud for all costs, damages, legal fees, and/or fines incurred as a result of or relating to Customer's deposit of Prohibited Waste in Redcloud's containers or other failure to comply or conform to these Terms and Conditions, including costs of inspection, testing and analysis.

#### **Volume and Weight**

State law governs gross vehicle weight. Customer agrees to pay for any and all overweight charges or fines. Disposal charges are also directly related to weight. Customer's use of Redcloud's service includes the cost of hauling and disposal of up to two (2) tons of permitted

debris in a “12 Yard Rental”; Three (3) tons of permitted debris in “15 Yard Rental”; and four (4) tons of permitted debris in a “20 Yard Rental”. Additional charges will apply to debris in excess of allotted tonnage per rental size. In no event will customer load debris weighing six (6) tons or more into Redcloud’s container. Containers may not be filled above the top edge. Redcloud reserves the unrestricted right to refuse hauling of containers filled over the top or containers that exceed the legal weight limit or containers that have Prohibited Waste in them. Redcloud reserves the right to terminate service if customer does not abide by these Terms and Conditions.

### **Trip Charge and Relocation Charges**

Customer agrees to pay for truck time if a container is overloaded, overweight, or if the container itself or a location designated by the customer for service by our container is blocked so that we cannot complete the service. The designation of fees associated with any of these failed service attempts is a Trip Charge and this charge may be assessed at rates up to \$165 per event. Relocation of a container from one job site or location to another may also be assessed at rates up to \$165 per event, or higher, depending on distance and time involved. Customer is responsible for ensuring adequate room for Redcloud to deliver the container. If, in Redcloud’s sole discretion, there is not adequate room for Redcloud to safely perform its services, Customer will be charged a service charge up to \$165 per event. Redcloud reserves the right to adjust pricing without notice.

### **Equipment**

All containers and equipment used to provide the service to the customer is and shall remain the property of Redcloud. Customer assumes responsibility for any damage to containers beyond normal wear and tear. Customer agrees to provide Redcloud with access to its containers at all times in order to provide service, over surfaces that can sustain the weight and operation of Redcloud’s trucks and loaded containers. Customer acknowledges that Redcloud shall not be liable for any damage to driving surfaces or property resulting from Redcloud’s trucks servicing containers on the agreed upon areas or the surroundings.

### **Payment**

Prepayment at the time of reservation is required by credit card unless approved otherwise by Redcloud. Redcloud will keep that card on file until the account is at a Zero balance and all reservations or orders are closed with no outstanding fees or costs. Redcloud will charge any additional fees that result from – Daily Usage, Tonnage over 2 tons on a 12 Yard; Tonnage over 3 tons on a 15 Yard; Tonnage over 4 tons on a 20 Yard; in addition to any other applicable fees and charges. If customer is billed for services, the terms are Net 10. Payments are considered late on the 11<sup>th</sup> day after billing and a late fee of 10% will be incurred plus \$10 per additional late day until the balance is paid in full.