



TERMS & CONDITIONS – Residential Homeowner

The following is a rental agreement between Premier Waste Services, LLC (PWS) and the name of the person(s) or company specified below.

State and County ordinances require us to charge Solid Waste Management Tax (SWMT) and a Solid Waste Management Fee or County Environmental Charges (CEC) based on the County that you live in and the type of material that you are disposing of. These charges vary by County.

Customer agrees to load container as follows:

- All refuse shall remain within the confines of the container. Refuse may not exceed the top, or extend beyond the sides of the container.
- All refuse shall be dispersed evenly (as reasonable allowable) within the container as to equally disperse the weight, and the contents of the container shall not exceed 10 tons in weight. Concrete and dirt are not to be mixed with either MMSW or C & D, unless in small amounts and with prior approval of a representative of PWS.

Customer agrees that the contents of the container shall not include the following:

Appliances, tires, barrels, drums, stumps, paint, flammables or toxic or hazardous waste as defined by local, county, state, or federal regulations.

Customer agrees to provide clear access to the container for the purpose of delivery and removal of the container.

Customer acknowledges that any equipment provided by PWS is done so for the convenience of the customer and shall remain the property of PWS. Customer agrees to provide proper care and safekeeping of any PWS owned equipment. Customer is liable to PWS for any loss or damage to PWS owned equipment in excess of reasonable wear and tear.

Customer expressly agrees to defend, indemnify and hold harmless PWS from and against any claims for loss or damages to property or injury to person resulting from the customer's use or possession of equipment. Customer acknowledges and accepts responsibility for any claim for loss or damages to any driving surfaces, property, or overhead obstructions, etc., regardless of ownership, resulting from the PWS' vehicles or equipment servicing the location listed above.

Customer accepts all responsibility for, and agrees to assume all costs for; reloading or removing excess refuse from container should PWS deem such action is necessary to insure proper transport of the container. Customer agrees to assume all costs incurred by PWS, including fines and excess landfill charges, should PWS transport an improperly loaded container for customer.

Customer acknowledges that equipment is provided for an agreed upon specified period of time. PWS, unless otherwise notified by customer, shall remove equipment after specified period of time. If container is available, customer may continue to rent equipment beyond pickup date for an additional charge as determined by PWS.

Customer agrees to obtain necessary permits and insure that all ordinances and laws are observed in accordance with the use of equipment.

Customer agrees that PWS shall not be held liable for any claim resulting from PWS' failure to perform as indicted above or as deemed by customer.

Customer agrees to pay full balance in advance.

Customer agrees to pay all costs and expenses including attorney fees incurred as a result of delinquency.

I have read and understood the above terms and conditions and agree to comply and pay in full all related fees. I agree to hold Premier Waste Services, LLC harmless for any property damage, accidental damage, or personal injury due to circumstances beyond gross and intentional negligence of Premier Waste Services, LLC.

Company: _____ Date: _____

Print Name: _____ Signature: _____

Its: _____

Address: _____