

WASTEAWAY INDUSTRIES

SERVICE AGREEMENT AND RELEASE OF LIABILITY

In consideration for the delivery and servicing of a Roll-Off container for the purpose of disposal of conforming, non-hazardous solid waste at _____ (location), Customer agrees to pay WasteAway Industries, LLC (WasteAway Industries) the following charges, if applicable:

1. Rental Charge: _____
2. Days included: _____ Additional charge per day usage: _____
3. Tonnage included: _____ Additional tonnage charge: _____ per ton
4. Additional mileage charge: _____

In further consideration, Customer clearly understands and agrees to the following **Terms and Conditions**:

1. Length of Rental: The container will be placed for _____ days, and will be automatically picked up on _____. To avoid automatic pickup, you must notify WasteAway Industries via phone 864-625-3535. Should you need to keep the container at your location longer than the allotted time, please contact WasteAway Industries to make arrangements. There may be an additional per day fee assessed.
2. The following types of waste **ARE NOT ACCEPTABLE** in the Roll-Off container: Asbestos, aerosol cans, ammunition, animals, automotive fluids/oils, appliances, batteries, barrels, bleach, biowaste, bricks, caulking tubes, cell phones, cement, chemicals, computers, concrete, dry cell batteries, explosives, fluorescent tubes, food waste, fuel, hazardous materials/substance/waste, household cleaners, household garbage, industrial waste, lawn fertilizers, light ballast, liquids, lead based paint, propane tanks, medical waste, microwaves, monitors, medications, motor oil, oil filters, pool chemicals, radioactive material, rocks, solvents, televisions, tires, etc.
3. Please **DO NOT OVERFILL** the container. Be sure to load the container to "water level" with absolutely no debris sticking over the rim of the box. If the box is determined to be overloaded the Customer may be asked to "off load" the container before it is removed. Containers must be loaded with the contents evenly distributed and not loaded over the top. Customer agrees not to move the container. Please contact WasteAway Industries 864-625-3535 with any questions.
4. Customer agrees to pay a "trip charge" if a container cannot be hauled due to being overloaded and/or unevenly distributed. If WasteAway Industries inadvertently hauls a container with excess tonnage, Customer agrees to reimburse WasteAway Industries for all cost, including fines and attorney fees, associated with an overweight violation.
5. Customer acknowledges and agrees that the roll-off containers and the Wasteaway Industries vehicles transporting the containers are very heavy

in weight and may cause damage to driveways, pavement and adjacent areas. Therefore, Customer agrees to assume sole liability for any loss or damage caused in whole or in part by WasteAway Industries in performing its contractual obligation of delivering, placing and removing a roll-off container, including movement of WasteAway Industries vehicles to and from the container location.

6. Customer and/or their designee are solely responsible for the placement of the container requested under this Agreement, and accept full responsibility for any and all damages associated with such placement. Customer grants to Company a full release against any such claim(s) or damages, including, but not limited to, cracks or gouges to driveway surfaces, damages to utilities, such as power lines, septic systems and/or sewer and water lines.
7. Customer hereby releases, discharges and forever indemnifies and agrees to hold WasteAway Industries harmless from any and all liabilities, claims, causes of action, damages, loss, costs and expenses for property damage and/or personal injury or death arising out of (1) Customer's use, operation or possession of the container, or (2) WASTEAWAY INDUSTRIES ACTIONS IN DELIVERING, PLACING AND/OR REMOVING THE CONTAINER, INCLUDING MOVEMENT OF WASTEAWAY INDUSTRIES VEHICLES TO AND FROM THE CONTAINER LOCATION.

This Agreement and Release of Liability shall be binding on the successors, assigns, heirs, administrators and executors of the Customer, and shall apply to any roll-off container rented by Customer in the future at the above location.

Signature of Customer

Date Signed

Relationship of Customer to Location (e.g. homeowner or contractor)

Your Title and Name of Company, if applicable