



DA SERVICES LLC

712 Bancroft Rd # 424, Walnut Creek, CA 94598
(925)457-1335 Phone (925)349-9161 Fax
daservices@dumpster4junk.com

TERMS OF SERVICE

1. LOADING: Do NOT fill Dumpster above the sides. Overfilled dumpster cannot be transported. Do not load heavy material on top or to one side of the dumpster.

2. INERT MATERIAL: Heavy materials including dirt, gravel, concrete, stucco, gravel, bricks or asphalt roofing, sand etc. must be loaded in dumpsters specified for their weight (10 yards dumpster). FLAT RATES are for Clean Dirt Only or Clean Concrete only. ONE MATERIAL ONLY FOR EACH LOAD – DO NOT MIX. Gravel, stucco, sand, bricks are not flat rate, it will be dumped by weight \$150.00 per ton. WET DIRT is not allowed. An extra \$300.00 handling fee to unload will be charged if the dirt load is wet. If anything is found mixed with the load after we dump it, a minimum of \$300.00 will be charged for cleanup fee PLUS the dump fees by weight \$150.00 per tons. Customer must cover the dirt load on raining season.

3. OVERWEIGHT FEES: For any general debris, overweight will be charged at rate of **\$ 150.00 per ton or any portion of.**

If general debris is mixed into the dirt or concrete dumpsters, then that load must go to the LANDFILL as a MIXED LOAD and charged **\$150.00 per TON.** If you exceed your weight limit, we may not be notified for several days. If applicable, there will be a delay in charging/billing for excess weight fees. Final invoice including overweight charges may take up to 30 days to be processed. The card associated with the order will be charged at that time without prior notice.

4. CONSTRUCTION & DEMOLITION RECYCLING RECEIPTS: If recycling receipt is required, please let us know when you place the order. We must know in advance, considering that every City has different rules.

The dumpster price and disposal fees may be higher than described above, depending on the city recycling requirements.

Please initial if you require Recycling Receipts

Initial: _____

5. PROHIBITED ITEMS / HAZARDOUS MATERIAL: Propane tank, light bulbs, Automotive, Batteries, Wet Paint, Oil, Medical Waste, Freon Items, Liquids, Flammables, Propane Tanks or any other item defined as hazardous by the Federal, State or local laws. A minimum of \$ 500.00 fee will be charged to return hazardous material found.

6. EXTRA CHARGE ITEMS: Some items may have an extra charge depending on the landfill (Mattress, Tires, TV, Microwave, Refrigerator, Stove, electronics etc), the customer will be responsible for any extra charge, up to \$60.00 per item.

7. PLACEMENT & PERMITS: If dumpster is placed on the street per customer's request or due to a lack of off-street access, the customer will be responsible for obtaining a street permit from the City.

8. DELIVERY: It is preferred to have someone onsite for delivery or removal of the container. The driver will use their best judgment and place the container in the safest accessible area when delivering the container. It's the customer responsibility to make DA Services aware of any overhead wires, low hanging branches, narrow alley ways and or any other obstructions that may limit access. If an onsite contact is not available for delivery, the customer will be responsible for all charges involved with relocation of the dumpster if necessary. **DELIVERY TIME FRAMES ARE NOT GUARANTEED!**

9. REMOVAL / PICKUP: Customer is responsible to ensure no cars/objects are blocking access for pickup. Trip fee \$150.00 will be charged if the dumpster is blocked when the driver arrives for pick up. Rental time is up to 7 days from the delivery date. You must call or email for pick up, after the 7th day, \$25.00 per day will be charged. DUMPSTERS are NOT automatically picked up after 7 days.

Removals can take 1-4 business days. Please be mindful that you are responsible for the unit(s) while in your possession. Your call/e-mail/text for removal does not relinquish your possession of the unit. A tarp may be placed over the dumpster. An extra fee will be charged for urgent or same day pick up requests. Rental fees stop on the day you call or email and your dumpster becomes available for pickup.

10. DUMPSTER DOOR: The dumpster door must be closed and latched correctly. If the driver is not able to pick up the dumpster due to an open or not totally closed door, \$200.00 fee will be charged. Extra day's rental fee may apply.

11. DAMAGE TO THE DUMPSTER: Do not move the dumpster. Customer will be responsible for any damage caused by moving or loading the dumpster with a machine (Bobcat, Forklift and Excavator). It's customer responsibility to inspect the dumpster for damages at the time of delivery and report any significant damage to the office via email.

Once the unit is placed, the unit should not be moved by anyone on site with equipment of their own. You will be held responsible for damages that may occur to property or the unit if this is not adhered to.

12. DAMAGE TO SURFACES: The customer takes full responsibility for any damage to sidewalks, curbs, driveways, lawns etc. DA SERVICES LLC will not be responsible for damage to driveways, curbs, pathways, etc. Customer acknowledges that the container and truck transporting the container are heavy and may cause some damages to surfaces.

Plywood may be set to further protect the area that the dumpster is placed, however, you are responsible for supplying and placing the plywood.

13. DUMP & RETURNS: (I.E. "Swaps") are treated as new rentals. Same rates apply and rental period resets.

14. LONG TERM RENTAL: We do not allow dumpsters on site for more than 30 days with no activity. Therefore, if the dumpster has not been swapped or removed within 30 days, we will have to remove, swap, or recharge the full rate for the dumpster.

15. Extra Weight fees in the raining season: We suggest that you cover your load to avoid paying more for water weight. Most materials will not be affected by rain meaning it will not absorb water weight. Material such as drywall, wood, carpet, etc. will absorb water and this may add weight to the disposal. The dumpsters themselves are not watertight and therefore cannot hold liquid of any kind. When we arrive at a disposal/recycling facility, the truck and loaded dumpster are weighed on a drive on scale. After the truck dumps out the dumpster, it is then weighed again. The difference is what your material weighed. Wet or dry the weight is the weight. This we have no control over. If your material weighs more than you prepaid for the disposal allowance, you are then billed for the balance.

INDEMNITY: Customer hereby releases, waives, discharges DA SERVICES and all of its employees from all liability to customers for all loss or damage and any claims or demands therefore, on account of injury to any person(s) or property, or resulting in death of any person or otherwise while the drop off container is upon the customer's property, also waiving the right to sue DA SERVICES LLC for any of the above. Customer warrants that customer is fully aware of the risks and hazards of the use and existence of the drop off container upon customer's premises and voluntarily assumes full responsibility for all risks of loss, injury, or damage that may be sustained.

I agree to be financially responsible for all applicable container/dumpster charges, included but not limited to overweight fees, daily rental fees, trip fees set forth herein and further agree to indemnify and hold harmless DA SERVICES LLC for all damage to the container, property or body of third persons harmed by the use of the container during the term of this contract. By my signature, I acknowledge receipt of the contract and understand its terms and conditions.

Signature below or reply via email constitutes acceptance of above services and terms of service and authorizes DA SERVICES to charge customer's credit card, without prior notice for the amount described above or any accessed fee listed on terms of service.

Signature: _____

Print name: _____ Title: _____ Date: _____

CANCELLATION MUST BE MADE AT LIST 24 HOURS PRIOR THE DELIVER. CANCELLATION MADE WITHOUT APPROPRIATE NOTICE WILL BE CHARGED A FEE OF \$200.00