

Terms and Conditions

Trash Cowboys.com Inc.

Terms and Conditions of Rental and Sale

1. Driveways and Parking Areas: Customer warrants that any access/location provided for Trash Cowboys.com equipment is sufficient to bear the weight of all equipment and vehicles required to perform the service. Trash Cowboys.com shall not be responsible for any damage to pavement or accompanying sub-surface or any route reasonably necessary to perform the services herein contracted. In addition, Trash Cowboys.com shall not be responsible for any damage to lawns, fences, shrubbery, or any other structure including but not limited to houses, garages, and other building structures. Customer assumes all liabilities for damage to pavement, roads, lawns, fences, mailboxes, shrubbery, and building structures.

2. Waste Materials: Customer represents and warrants that the materials placed in the equipment shall be “waste material” as defined herein and shall contain no other substances.

3. Acceptable waste materials: all appliances (washers, dryers, refrigerators, A/C units, etc.), batteries, wood (doors, windows, etc.) , insulation (foam, fiberglass, etc.) furniture (mattresses, sofa, table, etc.), ceramic goods(sinks, toilets, tubs, etc.), carpet and all metals (stainless steel, iron, copper, brass, lead, aluminum, exotic metals).

4. Unacceptable Materials: concrete, dirt, brick, tile, Tires, paint, hazardous materials (oil, gas, antifreeze, 55 gallon drums, etc.), radioactive materials or fluids of any kind.

5. Price Includes: (1) Delivery, (1) pick – up, and (1) landfill for (1) container

6. Maximum weight per box: 15yd = 3 tons, 18yd = 3.5 tons, 20yd = 4 tons, 30yd = 5 tons

If loading any of the following materials into a dumpster, only a 15 yard dumpster containers shall be used

- **Dirt:** No trash, concrete, tiles, rubber/tires, or mixed construction debris.
- **Clean Concrete:** No Trash, mixed construction debris, tiles, rubber/tires, or dirt (minor dirt is acceptable)

7. Additional charges: An overage fee of \$18.75 per 1/4 ton billed and rounded up to the next 1/4 ton of overage. Other charges may apply for weight overages or can top offs. Minimum charge of \$125.00 for loads needing special manipulation (i.e filling over the load line). Additional charge of \$125.00 will be incurred for any cancellation conducted on same day of scheduled deliveries. Any change of location after initial drop off is an additional \$125.00 fee. Any rental exceeding the 7 or 14 day normal rental period may get charged an additional \$35.00 per week or \$5.00 per day. Prices may vary and are subject to change. Credit card on file may be used to pay for said overages and paid invoice will be generated and sent to customer.

8. Important: If loading dirt, concrete, gravel, tree stumps, or any other heavy material into a 15yd container only, it must only be filled half way (7.5yd), to avoid weight manipulation. Containers filled more than half way will be unloaded by the customer to the half full requirements before it can be hauled. Any fines due to overweight of the container will be paid for by the customer who rented the container from Trash Cowboys.com Inc. Customer is liable for any and all damages/theft fo container, while the container is rented to them. Customer also agrees to maintain appropriate insurance prectecting Trash Cowboys.com, Inc. from all loss, damage, expense, or penalties arising from or related to the use of the trash container and/or equiptment owned by Trash Cowboys.com, Inc during rental period. This insurance must include bodily injury, property damage, general liability, and automobile liability coverage, with limits of at least \$1,000000.00 for each person and each occurance. Customer agrees to name Trash Cowboys.com Inc as an additional insured. For transactions in the United States of America, Customer must either elect to name Trash Cowboys.com Inc as loss payee evidencing coverage for theft or physical damage to the trash container and/or equipment in an amount equal to the greater of the aggregate value of the trash container and/or equipment or a minimum of \$10,000.00. 9. Governing law: this agreement shall be interpreted, constructed and enforced in accordance with the laws of the State of Texas. All parties hereby irrevocably consent that in the event litigation is filed to enforce the terms of this agreement, such litigation shall be instituted only in the District or County courts fo Fort Bend County, Texas, as determined by

the amount in dispute. The customer hereby consents to personal jurisdiction of said courts. The parties hereto waive their rights to a trial by jury.

10. **Entire Agreement:** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supercedes all other agreements, written or oral, between the parties relating to the service.

11. **Severability:** If any part of this agreement is legally declared invalid or unenforceable, all other parts of this agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this agreement.

12. **Payment and Billing:** Customer payments are due upon receipt. Late payment charges of 5.0% per month shall accrue on amounts of unpaid amounts including without limitation, attorney fees in an amount equal to fifteen percent (15%) of the balance due, but in no case less than Seven hundred fifty dollars (\$750.00), court costs and other costs allowed by the law; provided, however, that the amount of attorney's fees collected shall not exceed the attorney's fees actually incurred.

13. **Credit Card Language:** I understand that full payment for services will be billed to the credit card number I have authorized for use by Trash Cowboys.com Inc, as services are rendered. Full payment for incidental, additional, or miscellaneous charges will be billed to the same credit card. I understand that should my credit card company refuse authorization for payment for any/all

services provided by Trash Cowboys.com Inc, subsequent services may be terminated and Trash Cowboys.com, Inc will cease any further services.

14. Credit Card Authorization: My verbal authorization and/or submittal of credit card data constitutes authorization or singnatory authority and acknowledgement that I have received and understand the policies and procedures of Trash Cowboys.com inc. I am aware that all services will be automatically charged or debited to my credit/debit card immediately: upon dumpster reservation, during or after intial or subsequent service rendered, and/or after dumpster is emptied and over weight fees apply and/or mishandling or other miscellaneous fees as determined and applied.

15. Privacy Consent: The customer consents to the collection and use of personal information by Trash Cowboys.com Inc., Its affiliates, agents or service providers for any purpose permitted by Texas Law.

By requesting our services, paying for our services, and/or entering your information in our contact forms, you hereby agree to all terms and conditions of this contract.