

Roll Off Container Rental Terms and Conditions:

Rental Periods: Rentals rates are PER ROLL OFF CONTAINER based upon a Rental Period not to exceed fifteen (15) calendar days for Residential sites, and not to exceed thirty (30) calendar days for Commercial sites. Additional rental fees will be charged for any extended rental periods. All dumpster container rentals are limited to seven days. Additional days will be billed at \$15 per day or \$105 per week, per roll off container. As a condition of rental, the customer agrees that it will secure payment of the rented dumpster container with a credit card at the time of rental.

Delivery and Pick Up Terms: Rental rate includes delivery and pick up of the roll off container with Three (3) days' notice. There will be a same day delivery fee of \$100 or next day delivery fee of \$50. Capo Building Maintenance is not responsible for delays in performance of delivery or pickup of the roll off container. We request at least one (1) days' notice if you must cancel or postpone the service. Absent of such notice, you will be charged a \$95 fee to compensate Capo Building Maintenance for the cost of moving the roll off container to and from your site. When an order is placed, and once Capo Building Maintenance is on-site and attempts to complete the service and is unable to do so for any reason outside of our control, you will be charged a \$95 fee for Services Not Rendered. Please make sure any HOA is aware of our arrival, private gates are unlocked, and vehicles are not blocking our access. The stated rental rate is for delivery within the Las Vegas, Henderson, and North Las Vegas areas. Deliveries outside of these areas will be made at an additional cost of \$95 per hour. The rental fee includes the cost of hauling away the roll off container and its contents of Allowable Waste at the end of the Rental Period. An additional relocation fee of \$100 is charged anytime Capo Building Maintenance is required to move the roll off container to another site or another location at the same site during a single Rental Period. If multiple rentals are placed at the same location or at multiple locations, The contract will terminate on the day the final roll off container is received back by our facility or other location as we may specify.

Weight Limitations: The rental includes a maximum of six (6) tons (12,000 pounds) of allowable debris and waste and will be enforced on the Twenty (20), Thirty (30) and Forty (40) yard roll off container. The ten (10) yard and fifteen (15) yard lowboy roll off container have no weight limits. All overages over the 6-ton maximum will be charged an additional \$70 per ton fee and will also incur an overweight fee of \$100, per roll off container. As a condition of rental, customer expressly agrees and authorizes Capo Building Maintenance to charge the credit card on file at the time of return, the additional fees, if overweight limit fees apply.

Allowable Waste: Only Allowable Waste may be placed in the roll off containers. If you are unsure, you need to call Capo to check. "Allowable Waste" shall mean non-hazardous solid waste resulting from projects such as construction debris, remodeling, repair, drywall, siding, roofing, yard trimmings, scrap metal, mixed cardboard, wood, and household junk. Customer is fully responsible for the entire contents of the roll off container. and is the rightful owner of the contents of the roll off container until the contents are disposed of and accepted without protest by the respective disposal facility.

****Concrete, Asphalt, Sod, Gravel, Rock, Brick and Dirt are only to be placed in the Ten (10) or Fifteen (15) cubic yard lowboy roll off containers.***

Prohibited Waste: We DO NOT accept any Hazardous or industrial waste, chemical products, pesticides & herbicides, radioactive material, oil filters (except completely dried latex paint cans, no liquids), other flammable liquids, aerosol cans, motor oil, transmission oil/lubricating/hydraulic oil/oil filters, propane tanks, paint contaminated oils (mixed with solvents, gasoline, etc.), antifreeze, appliances, petroleum contaminated soil/lead paint chips, batteries, monitors, computers, televisions, microwaves, fluorescent tubes, railroad ties, medical waste, asbestos, animals, barrels, all liquids, flammable, toxic, and/or hazardous material, thinners, lacquers, batteries, infectious waste, contaminated soils, fuels, inks, resins, car batteries, food wastes, adhesives or industrial drums, or "Special" waste, as defined by applicable Local, State and Federal laws or regulations. We cannot accept refrigerators, air conditioning or freezer units. Tires are considered prohibited waste. Capo can dispose of tires for additional fees of \$37 per tire or \$95 per ton in addition to roll off container rental fee. In the event any Prohibited Waste is found in a dumpster container at pickup, Capo Building Maintenance is entitled to refuse the pick-up, at Customer's expense, until such Prohibited Waste is removed from the dumpster and properly disposed. Customer is responsible for ensuring the dumpster container door is not blocked and closes properly and securely. Customer consents to pay for the proper disposal of any Prohibited Waste received at our facility, following a two (2) day grace period within which the Customer will be allowed to retrieve the Prohibited Waste to dispose of on their own. Customer acknowledges

that Prohibited Waste may be returned to Customer and Customer will be charged \$95 per occurrence. Customer also agrees to train their staff on properly restricting Prohibited Waste from entering the roll off container

Equipment and Specification/Safe Usage: Capo Building Maintenance will deliver a normal duty roll off container with an approximate capacity of Fifteen (15), Twenty (20) Thirty (30) or Forty (40) cubic yards and shall not be filled higher than the top rail - fill line with allowable waste, ("Debris"). Heavy materials such as concrete, asphalt, sod, dirt, brick, rock, and sand shall only be loaded into a Ten (10) cubic yard lowboy roll off container and shall not be filled higher than the top rail - fill line. Heavy materials shall not be loaded into a 15, 20, 30, 40 cubic yard roll off container. Sizing of the roll off containers will vary slightly due to different manufacturers.

Waste must also be loaded evenly so that the distribution of weight is centered in the dumpster.

Safety is our main priority when it comes to loading and hauling roll off container. The customer is responsible for proper loading of the roll off container. Overloaded, improperly loaded and/or overflowing roll off container are dangerous. An overweight roll off container or a roll off container loaded beyond the top rail can cause a dangerous weight imbalance during transport that may result in an accident or a traffic violation. Customer is responsible for overweight or incorrectly loaded roll off container and will be asked to remove excess debris that causes the roll off container to be overloaded or overweight.

If the roll off container is too heavy to pick up, overfilled with debris above the top of the roll off container fill line, not evenly distributed, or the driver has safety concerns about picking up the roll off container the customer will be charged \$95.00 for the failed pick up. Capo Building Maintenance will notify you of the problem, which must be corrected before the next pick-up attempt is made.

Damage to property other than dumpster containers: Capo Building Maintenance shall not be liable for damage to any concrete, grass, asphalt, water lines, subsurface systems or other surface, whether arising from the rental period or thereafter, Nor shall Capo Building Maintenance be liable for damage or injury to any structure, equipment, vehicles or other items during delivery, pick up or the rental period except to the extent caused by negligence of Capo Building Maintenance or its employee's. The roll off containers are very heavy even without overloading and may cause damage to which they lie including underground lines and systems. You the customer are responsible for determining suitable placement of the roll off container to minimize exposure to such damage. Overloading the roll off container can also cause damage to the container and to the equipment hauling the roll off container.

Damage to or loss of roll off container during the rental period: Customer must notify Capo Building Maintenance if the roll off container is damaged including graffitied during the Rental Term. Rent will continue without discount and will not terminate until the day that it is received back to a Capo Building Maintenance site unless it is determined by Capo that the roll off container was delivered in such damaged condition. Customer will be responsible for any and all costs for repair the roll off container or for the full purchase cost of equivalent new equipment in the event a roll off container is stolen or damaged beyond repair, in our sole determination, during the Rental Period. Customer agrees to provide appropriate care of dumpster container and to return the dumpster in good working condition at the end of the Rental Period.