

ROBERT CHILDS, INC.
C & D CONTAINER DISPOSAL
CUSTOMER RESPONSIBILITY & CONTAINER ACKNOWLEDGEMENT
CUSTOMERS ARE RESPONSIBLE FOR THE ENTIRE CONTENTS OF THE
CONTAINER

1. WASTE MATERIAL

The container may only be used for acceptable construction and demolition (C&D) debris generated by the Customer. Prohibited materials include, but are not limited to, radioactive, explosive, highly flammable, biomedical, infectious, toxic, hazardous materials, and other materials prohibited by applicable federal, state, or local law.

Customer remains solely responsible for all prohibited or excluded materials and agrees to defend, indemnify, and hold harmless Robert Childs, Inc. from any claims, damages, fines, penalties, costs, or liabilities resulting from such materials.

2. CONTAINER & EQUIPMENT RESPONSIBILITY

All containers and equipment remain the property of Robert Childs, Inc. or its subcontractors. Customer is responsible for loss or damage to the equipment, except for normal wear and tear or damage caused solely by Contractor's handling.

Customers shall not overload, move, relocate, alter, or tamper with the container without prior permission. Containers must not be filled above the top rail (**water level with the top**). Customer is responsible for providing clear and unobstructed access for delivery and pickup, including snow, ice, vehicles, and obstructions.

Customer is responsible for the contents of the container, including any additional weight, disposal charges, or damage resulting from overloading or improper materials.

3. WEATHER & CONTAINER CONTENTS

Customer acknowledges that rain, snow, ice, and other weather conditions may increase the weight of materials in the container or cause water runoff, leakage, or other effects from materials left in the container for an extended period. Customer is responsible for any additional weight, disposal charges, or consequences resulting from weather or prolonged storage of container contents.

4. PROPERTY DAMAGE

Robert Childs, Inc. shall not be responsible for damage to Customer's property, including but not limited to driveways, pavement, lawns, septic systems, fencing, irrigation systems, mailboxes, lamp posts, or curbing, resulting from the weight of the container or normal delivery, placement, use, or pickup operations.

Delivery or pickup beyond the curb line is performed at the Customer's request and risk. The Customer agrees to release, defend, indemnify, and hold harmless Robert Childs, Inc. from any claims for personal injury or property damage arising from delivery or pickup beyond the curb line.

5. DRIVEWAY PROTECTION BOARDS**

If Robert Childs, Inc. provides and places driveway protection boards under a container at Customer's request, the use of such boards is intended only as a protective measure and **does not guarantee against property damage and does not waive, modify, or limit the Property Damage provisions of this Agreement**. Customer remains responsible for reviewing and accepting the risks associated with container delivery, placement, and pickup.

*** There will be a **\$175.00 rental charge per container** when Robert Childs, Inc. provides and places driveway protection boards. Due to limited space on our roll-off trucks, we have a limited supply of boards available. We recommend that customers provide their own boards whenever possible.*

*Please note that driveway protection boards **do not guarantee protection from damage and do not change or waive** the terms of our Container Acknowledgement Agreement.*

ACKNOWLEDGEMENT

I/We acknowledge that I/We have read, understand, and agree to the terms and conditions stated above and accept full responsibility for the contents of the container and the use and placement of the equipment.

Signature: _____

Printed Name: _____

Date: _____

Effective Date: August 1, 2026