

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 waste material to be collected and disposed of by **Contractor** pursuant to this Agreement shall consist solely of solid waste generated by **Customer**, excluding **radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous materials and/or substances**. The term *“hazardous material”* includes, but is not limited to, any waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the **Resource Conservation and Recovery Act of 1976 (RCRA), as amended**, or any other applicable federal, state, or local law. Contractor shall acquire title to acceptable waste material only upon loading into Contractor’s truck. **Title to and liability for any excluded waste shall remain solely with Customer**. Customer expressly agrees to **defend, indemnify, and hold harmless** Contractor, its officers, employees, and agents from and against **all claims, damages, penalties, fines, costs, and liabilities** arising from or related to prohibited or excluded waste.

2. RESPONSIBILITY FOR EQUIPMENT All containers and equipment furnished by Contractor or its subcontractors shall remain the **exclusive property of Contractor or subcontractor**. Customers shall have no ownership interest in such equipment. Customer is responsible for **all loss or damage** to the equipment, except for normal wear and tear or damage caused solely by Contractor’s handling. Customer shall **not overload (by weight or volume)**, move, relocate, alter, or tamper with the equipment without prior written permission from Contractor. Containers shall not be filled above the top rail (*water level with top*). Customer agrees to **defend, indemnify, and hold harmless** Contractor from and against all claims, damages, injuries, deaths, fines, penalties, or liabilities arising out of Customer’s use, possession, or control of the equipment. Customer shall provide **clear and unobstructed access** to the container on delivery and pickup days.

3. PROPERTY Damage Contractor 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 equipment or normal operational use. Customer acknowledges and agrees that delivery or pickup **beyond the curb line** is performed at Customer’s request and risk.

4. RELEASE OF Liability Customer hereby releases and holds harmless Contractor from **any liability for personal injury or property damage** arising from delivery or pickup beyond the curb line.

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.

Acknowledged By: _____

Signature: _____

Printed Name: _____

Date: _____