

South Tampa Haulers, LLC.
 Phone: 813-957-3743
 Tampa, Fl



**Dump Trailer Rental / Trash Hauling
 Disposal Agreement**

Effective Date: _____

PO# _____

Contract Submitted To:		Trailer Location:	
Contractor:		Driver:	
Name:		Address:	
Address:		City, State, Zip:	
City, State, Zip:		Drop Off Date:	
Phone Number:		Pick Up Date:	

10 Yard ____ 15 Yard ____

- Overweight Fee: \$75 per ton
- Overfill Fee: \$100
- Blank Trip Fee: \$100
- Relocation Fee: \$55
- Cancellation Fee: \$100 within 24 hours of rental period
- On the Job Cancellation Fee: \$150

Delivery Placement Instructions:

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization form will remain in effect until cancelled.

Credit Card Information			
Card Type:	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa	<input type="checkbox"/> Discover <input type="checkbox"/> AMEX
	<input type="checkbox"/> Other _____		
Cardholder Name (as shown on card): _____			
Card Number: _____			
Expiration Date (mm/yy): _____			
Cardholder ZIP Code (from credit card billing address): _____			

I, _____, authorize South Tampa Haulers, LLC. To charge my credit card above for agreed upon purchases. I understand my information will be saved on file for future transactions on my account.

 Customer Signature

 Date

**CONTAINER SERVICE AGREEMENT
TERMS AND CONDITIONS
IN CONNECTION WITH SOUTH TAMPA HAULERS, LLC. TRASH/HAULING OR MATERIAL
DISPOSAL**

South Tampa Haulers, LLC and Customer hereby agree as follows:

General: All refuse shall remain within the confines of the container. Contents must not exceed the top or sides of the container. Every attempt shall be taken by the Customer to disperse the weight with the container equally. Customer agrees not to overload, either by volume or weight or alter in any way South Tampa Haulers equipment. Customer agrees to use the equipment for the purpose intended. Customer understands and agrees that it will not force the back door of the container closed and that it shall only be loaded when the back door is closed and locked. Any damage to the container caused by overloading shall be the sole responsibility of the Customer. Customer agrees to obtain all necessary permits and approvals and insure that all ordinances, rules, regulations and laws are observed in accordance with the use of equipment. Customer understands and agrees that South Tampa Haulers does not accept hazardous substances. As used herein hazardous substance" means any substance or material (I) identified in section 101(14) of CERCLA, 42 USC Statute 9601(14), as the same may be amended from time to time, or (II) determined to be toxic, a pollutant or contaminant under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as the same may be amended from time to time, including, but not limited to, petroleum and petroleum products as defined in SEC. 376.301(10), Florida Statutes, as same may be amended from time to time.

Unacceptable Materials: Once the container is picked up, Customer agrees to pay all additional charges associated with the management and disposal of debris if unacceptable materials are placed in the container. Unless otherwise authorized by South Tampa Haulers in writing, unacceptable materials shall include Class I (municipal solid) waste, white goods, aerosol cans, all liquids, animal, antifreeze, asbestos, barrels, batteries, chemical products, electronics, including, but not limited to, computers, TV's, microwaves, monitors, etc., contaminated soils (mixed with solvents, gasoline, etc.), petroleum, toxic materials, sealed pressure vessels, oil and oily products, oil filters, transmission oil, fluorescent bulbs and ballasts, hazardous waste, mercury containing devices, herbicides and pesticides, industrial waste, lubricating/hydraulic oil, biomedical waste, other flammable liquids, paint (except completely dried latex paint cans, no liquids), lead chips, propane tanks (unless de-commissioned), radioactive material, railroad ties, solvents, tires, and all other materials not included in the definition of either "Class III" or "Construction and Demolition Debris (C&D)", as defined by Florida Department of Environmental Protection in Rule 62-701, FAC. Customer shall not place unacceptable materials in container(s) provided by South Tampa Haulers. Title to and liability for any and all wastes, including unacceptable materials shall remain with Customer.

Damages: Customer guarantees that the right of way provided by Customer for South Tampa Haulers equipment is able to bear the weight in whole of waste, vehicle, equipment and all necessary equipment needed to provide services under this agreement. Customer agrees to indemnify and hold South Tampa Haulers from any and all damages both directly and indirectly, both tangible and intangible, to property where the container is delivered and located, including but not limited to driveways, pavement, pavement markings, road surfaces, overhead obstructions, septic systems, wells, sewers, lawns, landscaping, sprinkler systems, etc. Customer shall provide clear access to South Tampa Haulers for deposit and collection of container. Customer shall provide unobstructed access to the equipment on the drop-off and pick-up days. If equipment is inaccessible so that regular drop-off or pick-up cannot be made, South Tampa Haulers will promptly notify the Customer and afford the Customer a reasonable opportunity to provide access and reschedule service, however, South Tampa Haulers will charge an additional fee for the drop-off or delivery for Customer's failure to provide access. Any equipment provided by South Tampa Haulers is done so for the convenience of the Customer and remains the property of South Tampa Haulers. Customer agrees to provide proper care and safekeeping of any rented equipment. Customer is liable to South Tampa Haulers for any loss or damage to the rented equipment. The Customer is completely responsible for the care, custody, security, and control of the container and its contents. Customer agrees to indemnify, defend, and hold harmless South Tampa Haulers, its owners, its members, partners, officers, employees, or agents against all claims, damages, penalties, fines, liabilities and litigation for injury or death or loss/damage of property arising or fines out of Customer's use, possession or operation of equipment and container contents, including court costs and attorney fees through appeal.

Customer is fully responsible for the entire contents of the container and is the rightful owner of the contents of the container until the contents are disposed of and accepted without protest by the respective disposal facility. In the event that contents which are not allowed by this Contract or any Town, State, or Federal Agency are disposed of in the container, all costs, fines, penalties, or any other action is taken for such disposal, the Customer is fully responsible for any and all changes associated with the handling of unauthorized items. Customer agrees to defend, indemnify, and hold harmless South Tampa Haulers from any and all costs, fines, penalties, damages, liabilities, or any other action resulting from unacceptable materials being found or placed in South Tampa Haulers containers. Costs may include but not limited to extra trip charges, fines, disposal fees, cleanup, monitoring, testing, reasonable attorney fees, court costs, penalties, and or any other charges arising from depositing of unauthorized items in the container.

Attorney Fees: In the event of breach of the Container Service Agreement (Agreement) by either party, the breaching party, shall pay all reasonable attorney's fees and costs incurred to enforce this Agreement. In the event Customer fails to pay South Tampa Haulers all amounts which become due under this Agreement, Customer agrees to pay, in addition to the amount due, any and all costs incurred by South Tampa Haulers as a result of such failure to pay, including to the extent permitted by law, reasonable attorney fees and court costs, all through appeal.

Rental: Customer acknowledges that a container rental fee of \$10 per day will be assessed after initial drop-off day. If the container is kept for more than a week of initial drop-off day, a rental fee of \$20 per day will be assessed.

Excused Performance: Neither party to this Agreement shall be liable for failure to perform due to circumstances of threat of circumstances Beyond its reasonable control, including but not limited to labor trouble, strikes, riots, acts of war or terrorism, lack of access to container, fires, acts of God, required compliance with laws, rules, regulations or any changes thereto. Such failure shall not constitute under this Agreement.

Signature _____ **Print Name** _____ **Date** _____