



## **COMMERCIAL SERVICES AGREEMENT SERVICE-SPECIFIC ATTACHMENT CONTAINER SERVICE**

The following additional terms and conditions are applicable to Customers provided container services by DTG:

### **1.0 CONTAINER SERVICE**

The Parties agree that for the purpose of improving the realty of the Site(s) (as provided by Customer and approved by DTG), DTG will place the requested number of containers at Customer's Site(s) at a location deemed by Customer as appropriate and sufficient for the safe placement and retrieval of the container and contents, pick up the container(s) as agreed in writing, and process the acceptable recyclable materials. Customer agrees to pay to DTG all fees for labor, equipment, and services rendered according to the corresponding prices as designated in Section 2.0 below. DTG strictly prohibits placing into any container any household garbage or hazardous waste and will reject all containers containing any such waste. If Customer violates this section and places into container(s) any materials that are not recyclable, that contain household garbage or that contain other prohibited materials (see Attachment A, Acceptable and Prohibited Materials), Customer agrees to pay DTG the higher of: the garbage rate of \$198.00 per ton or the current disposal rate commercially available (including any related taxes and/or fees) as determined by DTG, and/or remove all prohibited materials from the container(s).

No person or entity shall move DTG container(s) without DTG's written permission. Customer warrants the adequacy of all surface and subsurface conditions at and in the immediate vicinity of the location of container placement and accepts full responsibility for any and all damage and/or defacing to: (1) any container(s) placed at Customer's request; and (2) any curb, driveway, road or ground surface and/or subsurface areas, utilities, and/or structure(s). Customer agrees to immediately pay in full all amounts upon receipt of invoice and demand for the repair and/or replacement of any damaged/defaced container. Customer represents and warrants that all container sites and operations thereon are commercially insured, that container(s) will not be overloaded (no material above rim), and that no person will be permitted to climb into or onto container(s).

Customer is responsible to ensure the timely and scheduled receipt, commercially serviceable access, and adequate placement of containers at commencement, during, and termination of service. Customer is responsible at all times to ensure and maintain free and clear right of way for commercial vehicle access to and around container(s) with all doors fully closed to permit service by DTG. Customer's failure to receive container(s) as scheduled or failure to provide service access may result in DTG's inability to deliver and/or service container(s) without right to refund or rebate DTG's applicable service charges, in addition to the imposition of the additional fees in Section 2.0.

### **2.0 INITIAL PRICE TABLE**

The initial price table is included in each Initial Price Page. Prices are subject to change without advance notice.

### **3.0 ACCEPTABLE & PROHIBITED MATERIALS**

#### **3.1. LIST INCORPORATED**

The customer agrees that the list of Acceptable & Prohibited Materials attached in Attachment A is incorporated by reference.

#### **3.2. VIOLATION**

Customers agree that delivery of any prohibited materials to DTG constitutes a violation of Section 1.0 because prohibited materials are not recyclable. Customer agrees that DTG may request Customer remove any prohibited materials from its load and/or site and/or charge Customer the disposal rate described and more fully referenced in Section 1.0 above.

#### **3.3. CONTAINER SAFETY REQUIREMENTS; ADDITIONAL CHARGES**

For the safety of our customers and their staff, as well as our drivers, please do not overload the container. To comply with the Washington State Department of Transportation, the material may not stick up above the top rim or weigh more than 10 tons (or 20,000 pounds). Also, the rear doors of the container must be closed and lockable when DTG arrives to remove the container. If you are concerned about the weight of the items you need to place in the container, or if you need an additional container(s) to accommodate your materials, please call us prior to pick-up.

- i. Loads over 13 tons (or other applicable maximum specified weight) will be charged an additional \$100/ton, in addition to the initial expected rate of materials involved. Overweight loads that cannot be picked up will be charged a dry run charge equal to the entire hauling fee for the job.
- ii. A fee up to \$200/hour will be included for extended onsite driver wait times. Wait times of 15 minutes or less will not be charged a fee. After the first 15 minutes, standby charges will be calculated and charged on a 1/4-hour basis.
- iii. A fee up to \$200/hour will be included towards the labor of ensuring loads are not over height. Loads that do not require further attention by the driver, upon pickup will not be charged a fee.
- iv. Loads that cannot be reduced safely by the driver, will be charged a dry run fee until the customer reduces the load below the top rail.

Our goal at DTG is to inform and educate, so that these charges are not applied, and that our drivers are kept safe, and our equipment functioning. These fees will only be added if the above criteria are NOT met.

### **4.0 “TWO BOX RULE”**

Please note that the Washington Utilities and Transportation Commission prefers that operators of construction or demolition sites where recyclable materials are generated and transported for recycling provide a separate container for nonrecyclable material that is collected by a certified hauler. Customer should maintain a separate container for non-recyclable material that is collected by a certified hauler.