

My Dumpster Guy

TERMS

By purchasing waste hauling (“**PURCHASE ORDER**”) from My Dumpster Guy, you agree to be bound by the Terms of Use (“**TERMS**”) contained herein. Your purchase of waste hauling is a contract (“**AGREEMENT**”) between you and My Dumpster Guy, LLC. (“My Dumpster Guy”), a Kansas limited liability company having its principal place of business at 709 Main St. Grandview Road, Grandview, MO 64030. Please read these **TERMS** carefully.

By signing these **TERMS**, submitting payment for waste hauling and entering into an **AGREEMENT** with My Dumpster Guy, you:

- (a) acknowledge and agree that you have read the **TERMS**, understand them, and agree to be legally bound by them;
- (b) acknowledge and agree that you are binding the company, organization or other legal entity for which you are acting, (“Company”) or if there is no Company, on behalf of yourself as an individual, to the **TERMS** contained herein;
- (c) acknowledge and agree that you have the right, power and authority to act on behalf of and bind your Company or yourself to the **TERMS** contained herein;
- (d) acknowledge and agree that these **TERMS** may change from time to time, and you are responsible for reviewing them before each and every **PURCHASE ORDER** of waste hauling from My Dumpster Guy. ***We recommend that you print and keep a copy of these TERMS (and any other documents referred to in these TERMS) for your reference.***

TERMS OF USE

1. **Orders.**

1.1 By signing these **TERMS** and submitting payment you agree to purchase waste hauling from My Dumpster Guy subject to these **TERMS**.

1.2 You represent that you are at least 18 years of age to submit a **PURCHASE ORDER** for waste hauling.

1.3 You consent to the use of any information submitted to My Dumpster Guy to complete the **PURCHASE ORDER**.

1.4 A **PURCHASE ORDER** submitted by you constitutes an irrevocable offer by you

to My Dumpster Guy to purchase waste hauling subject to these **TERMS** and is subject to subsequent acceptance and fulfillment by My Dumpster Guy.

1.5 You will receive an order confirmation/receipt from My Dumpster Guy once your **PURCHASE ORDER** has been accepted and sent to be processed for fulfillment. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your **PURCHASE ORDER**. My Dumpster Guy may cancel your **PURCHASE ORDER** at any time and for any reason prior to fulfilling your **PURCHASE ORDER**; if this is the case, we will issue a refund pursuant to the paragraph 9.1 herein.

1.6 If My Dumpster Guy is unable to process payment using the payment method you provided with your **PURCHASE ORDER**, or if we have reason to believe that you (i) are ineligible to purchase products or services from My Dumpster Guy either as a result of breach of these **TERMS** or by virtue of applicable law or otherwise, (ii) are otherwise in breach of these **TERMS**, or (iii) have engaged in fraud or criminal activity in connection with your use of any products or services then, without prejudice to any of our other rights, we may do any or all of the following: (a) stop any products or services being fulfilled to you; or (b) stop or suspend ongoing access to products or services.

2. **Price.**

2.1 The price for the waste hauling you order, and any additional charges applicable to your **PURCHASE ORDER**, will be quoted to you over the phone or in person. My Dumpster Guy may participate in or accept digital, online, or electronic **PURCHASE ORDERS**.

2.2 For commercial accounts 15 days of dumpster use is included in your waste hauling agreement. The days begin at drop-off and end at pick-up; additional days will be charged at \$10.00 a day. For residential accounts 8 days of dumpster use is included in your waste hauling agreement. The days begin at drop-off and end at pick-up; additional days will be charged at \$15 a day.

2.3 My Dumpster Guy offers premium services, such as Saturday delivery, after-hours delivery, same-day delivery and driveway protection. Prices for premium services are in addition to your quoted rate as follows:

Saturday delivery - \$150

After-hours delivery (before 7:00 am or after 5:00 pm) - \$100

Same-day delivery - \$100

Driveway protection - \$100

Premium services are subject to availability.

3. **Taxes.**

3.1 All prices quoted and amounts payable by you are exclusive of any tax, levy or similar governmental charge that may be assessed by any jurisdiction, including, without limitation, any federal, state, provincial or local sales, excise, use or goods and services taxes, or the equivalent, whether based on the delivery, possession or use of the products, services or subscriptions, or otherwise ("Taxes") except for net income, net worth or franchise taxes assessed on My Dumpster Guy. Any such Taxes to be collected by My Dumpster Guy shall be your responsibility, and shall appear as a separate item on your order confirmation/receipt (unless My Dumpster Guy receives a valid tax exemption certificate from you prior to processing your **PURCHASE ORDER**).

4. **Payment Methods.**

4.1 My Dumpster Guy accepts cash, and personal, business checks, Visa, Mastercard, both credit and debit cards for payment of a **PURCHASE ORDER**. If your preferred method of payment is credit card and you are a repeat customer, you will be charged a 3% credit card service fee on each credit card transaction. Only payment methods recognized by My Dumpster Guy will be accepted by My Dumpster Guy. My Dumpster Guy does not offer any credit terms. If you elect to use the services of a third-party payment or billing provider in connection with your purchase from us, and provided My Dumpster Guy accepts payments from such third party provider on your behalf, your use of such services will be subject to the third party provider's own terms. You may be required to create an account with such third-party provider and/or provide that third-party provider with your bank account or credit/debit card details. My Dumpster Guy is not responsible for, and you agree to hold us harmless from and against, any liability resulting from the acts or omissions of any third-party payment or billing provider. Additionally, My Dumpster Guy is not liable for any fees associated with your use of a third-party resource.

4.2 Payment shall be made by the payment method selected in your **PURCHASE ORDER**. My Dumpster Guy will charge credit or debit cards on fulfilling your waste hauling to you. My Dumpster Guy reserves the right to verify and/or authorize credit or debit card payments prior to acceptance of your **PURCHASE ORDER**. Once your **PURCHASE ORDER** has been accepted My Dumpster Guy will send you an order confirmation/receipt confirming your purchase and the amount that has been charged to you.

4.3 **Terms:** In the event that you are set up as a billing client, all payment must be received within 10 days of the invoice date, unless other terms have been previously agreed to. All first-time customers must prepay prior to fulfillment of any **PURCHASE ORDER**. My Dumpster Guy will keep your credit card on file. In the event that payment is not received in a timely manner My Dumpster Guy reserves the right to charge your credit card in the amount due plus a 3% credit card processing fee.

5. **Use of Dumpsters.**

5.1 All references in this **AGREEMENT** to “waste hauling” shall mean the delivery, temporary use, and pick-up of one or more My Dumpster Guy dumpsters.

5.2 You agree to use the dumpster in a manner consistent with the common use of a dumpster utilized as specified. Common uses include Municipal Solid Waste (MSW) which includes common household waste and Construction and Demolition (C&D) debris and related waste items in connection with the construction, remodeling, repair and demolition of structures (e.g., masonry materials, roofing materials, wood, wood products, wall or floor coverings, plaster, drywall, electrical wiring, non-asbestos insulation and floor tile, blocks, bricks, and clean rubble). MSW and C&D should not be mixed in the same dumpster.

5.3 You agree that you are familiar with all federal, state, and local laws regarding the generation and disposal of solid and hazardous waste and that the materials placed in the dumpster, whether by you or by others, may be lawfully disposed in a construction and demolition or municipal solid waste landfill respectively. You agree that you are the legal “generator” of any materials placed by you or others in the dumpster and that you are arranging for the disposal of such material. Under no circumstances shall My Dumpster Guy be deemed to be the “owner”, “operator”, or “arranger” of any material placed in the dumpster as those terms are defined and implemented under the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). In particular, you agree that none of the following items will be placed in the dumpster, whether by you or others:

- a. Paint, paint waste, industrial or liquid wastes or sludges, hydraulic fluids, antifreeze, gasoline, propane, oil, used oil, petroleum or solvents (e.g., thinner, mineral spirits, acetone, methyl ethyl ketone (MEK), isopropyl alcohol (IPA), chlorinated solvents);
- b. Tires;
- c. Hazardous, Flammable, or Toxic substances, materials, or wastes as defined or regulated under all federal, state, and local environmental, health, and safety laws (e.g., RCRA-characteristic wastes, RCRA-listed wastes, medical or infectious waste, pesticides, polychlorinated biphenyls (PCBs), batteries, ammunition, explosives, aerosol cans, etc.);
- d. Asbestos or asbestos-containing materials (e.g., pipe wrap, gaskets, insulation, flooring, tile, and roofing);
- e. Fluorescent lamps and bulbs or any light ballasts or other materials that may contain PCBs, mercury, or other hazardous substances or wastes;
- f. Electronics, TVs, Computers, Monitors, and related electronic waste, including any cathode ray tube (CRT) monitors;

g. Appliances and white goods (e.g., microwaves, refrigerators, ovens, washers, dryers, etc.);

h. Lead-acid batteries or lead-based paint wastes from abatement and removal activities (e.g., paint chips, dust, debris, etc.), or related wastes from renovation and repair activities where lead-based paints are remediated or removed;

i. Dead animals, animal waste, or human waste

j. Spent sand-blasting media or similar blasting media, unless analytical testing demonstrates the presence of no heavy metals (i.e., lead, copper, chromium, etc.);

k. Dirt, clay, mud, sand, concrete, steel or other heavy materials (except where authorized by My Dumpster Guy); and

l. Any other items that would violate local, state or federal ordinances, regulations, statutes or common law to dispose of in the appropriate landfill.

M. Commercial customers are assumed to only need disposal of C&D waste unless otherwise agreed to in advance. Additional charges may apply to MSW (municipal solid waste – common everyday household trash, furniture, food waste, etc.) placed in C&D containers.

5.4 Heavy Dumpsters – Our dumpsters have a 9 ton limit. We understand that there are times when your dumpster will be over 9 tons. If this is the case, you will be billed an additional \$50 per ton over 9. As a reminder, our trucks are equipped with scales. If you have a concern about the weight of your dumpster, please ask our drivers for the weight. Ultimately, our drivers must feel safe operating our vehicles. We ask that you respect their input regarding safety as there may be instances where a dumpster is just too heavy to safely transport. A heavy dumpster must be specified at the time of order as we have specific dumpsters designed for heavy loads. If heavy materials are placed in a standard dumpster you will be responsible costs as outlined in section 6.1 d.

5.5 Clean loads – In some cases My Dumpster Guy may be able to extend reduced rates for clean loads. A clean load is defined as a load with a specified material type that is not mixed with any other material. For example: a concrete dumpster would have only concrete and no other material. Some additional examples include: wood, cardboard, metal or dirt. Please ask in advance if you have a question regarding your waste type and if it qualifies for a reduced rate.

5.6 You agree to not fill the dumpster past the top edges of the dumpster.

5.7 You agree to have a clear area in your driveway or other agreed upon spot for safe placement of the dumpster, both at the time of delivery of the dumpster, and at the time of pickup of the dumpster. You agree to have a minimum clearance of 6 feet on the end of

the dumpster with the door and a minimum clearance of 3 feet on each side of the dumpster.

5.8 You agree not to ask My Dumpster Guy to place the dumpster on any part of a sidewalk, road, or other public property, unless you provide a copy of the local, state or federal permits required for placement of a dumpster on a sidewalk, road or other public property. You agree to provide the permit (if needed) at least seven (7) days in advance of the expected or scheduled date of delivery of the dumpster.

5.9 You agree to not damage or modify the dumpster, in any way, while on your property and in your care. This includes but is not limited to, damaging the exterior side walls, signs, sign plates, doors, hinges or locking hardware.

5.10 By contracting with My Dumpster Guy for waste hauling services, you are aware that we are operating large, heavy trucks and we are not responsible for any and all damage caused by our vehicles or our dumpsters while on your property or in fulfillment of this service.

5.11 By submitting payment for a **PURCHASE ORDER** for waste hauling, you agree that you are content to be bound by, and to use each product and/or service in accordance with, these **TERMS**.

6. **Penalties.**

6.1 You agree to pay the following penalties if you violate these **TERMS**:

- a. For violating section 5.3 of the **TERMS**, you agree to pay all costs associated with the lawful disposal of said items, in the event that the material in question requires disposal at an alternative facility you agree to pay a \$150 trip charge in addition to the disposal charges. Paint buckets will be billed at a rate of \$2.50 per bucket. Tires will be billed at a rate of \$25 per tire.
- b. For violating sections 5.4 or 5.6 of the **TERMS**, you will be required to remove the contents to an acceptable level or weight. You will be charged a trip charge in the amount of \$150. If this violation is not resolved prior to your initial term (15 days commercial, 8 days residential) then you will be charged \$10 per day until the violation is resolved and you can be scheduled for a new pick-up.
- c. For violating section 5.7 of the **TERMS**, In the event that My Dumpster Guy is delayed more than 20 minutes on your site or unable to deliver, swap or pick-up the dumpster (ex: obstructions, lack of site preparation, improperly loaded dumpster, etc.), you will be assessed a trip charge of \$150. If this violation is not resolved prior to your initial term (15 days commercial, 8 days residential) then you will be charged \$10 per day until the violation is resolved and you can be scheduled for a new pick-up.

d. For violating sections 5.4 or 5.9 of the **TERMS**, you agree to pay all costs associated with repairing the dumpster to its condition prior to the damage, and also a penalty for the time and effort expended by My Dumpster Guy in the amount of the \$10.00 per day for each day that the dumpster is out-of-service due to the damage. If the dumpster is not-repairable to a safe and/or usable condition, then you agree to pay the purchase cost for a new dumpster, and pay all costs associated with disposing of the damaged dumpster.

7. **Indemnification.**

7.1 You agree to indemnify and hold harmless My Dumpster Guy and its directors, officers, employees, agents, stockholders, owners, affiliates, and subcontractors from and against all allegations, claims, actions, suits, local, state and federal law violations, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including, without limitation attorneys' fees and costs) which arise out of, relate to, or result from (a) any act or omission by you in connection with the delivery, placement, use, pick-up and dumping of the dumpster; or (b) any breach of this Agreement by you.

8. **Delivery.**

8.1 Waste hauling purchased by you will be executed at the date indicated on your **PURCHASE ORDER** or at a time consistent with dumpster availability.

8.2 Dumpster shall be delivered to the address you provide at the time payment is completed for the **PURCHASE ORDER** pursuant to paragraphs 4.1, 4.2 and 4.3 herein.

9. **Cancellation and Refund.**

9.1 You may cancel your waste hauling one (1) business day prior to the dumpster being delivered for a full refund. Any same-day cancellation will result in the following charges: \$100 if our truck has not started your route. \$150 if your route has been started. If you purchased the waste hauling with a credit card, the transaction fee will be deducted from your refund.

10. **LIMITATION OF LIABILITY.**

10.1 THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF MY DUMPSTER GUY AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND THEIR EMPLOYEES, OFFICERS, AND DIRECTORS, FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, TO (1) YOUR **PURCHASE ORDER** AND/OR ANY RELATED

BREACH OR NON-PERFORMANCE OF THIS AGREEMENT NO MATTER HOW FUNDAMENTAL, IS LIMITED TO YOUR DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE TOTAL VALUE OF THAT **PURCHASE ORDER**. IN NO EVENT SHALL MY DUMPSTER GUY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. YOU ACKNOWLEDGE THAT THE AMOUNTS CHARGED FOR YOUR **PURCHASE ORDER** FAIRLY REFLECT THIS ALLOCATION OF RISK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. **Entire Agreement.**

11.1 These **TERMS** (and any documents incorporated herein by reference) constitute the entire agreement between you and My Dumpster Guy relating to the purchase of waste hauling and supersede and render of no legal effect all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no warranties, representations or other agreements between you and My Dumpster Guy in connection with waste hauling purchased related to this **PURCHASE ORDER** except as specifically set forth in these **TERMS**. Except as expressly set out in this **AGREEMENT** (or any of the documents incorporated herein by reference), all warranties, terms, conditions and undertakings, express or implied are excluded to the fullest extent permitted by applicable law. You further acknowledge that no additional or different terms or conditions submitted on any purchase order issued by you or otherwise referred to by you, including any preprinted terms, shall be applicable to this **PURCHASE ORDER** or binding on My Dumpster Guy unless specifically agreed to in writing by an authorized representative of My Dumpster Guy. You acknowledge and agree that i) My Dumpster Guy is under no obligation to proceed with or implement any My Dumpster Guy business or product plans, product roadmaps and proposed products specifications that My Dumpster Guy may have discussed with you, including those discussed pursuant to confidentiality agreements; ii) any statements by My Dumpster Guy, including in connection with such plans, are not intended to be a promise or guarantee of future delivery of products, services or features; and iii) you do not rely on, and shall have no remedy in respect of, any promise, assurance, undertaking, representation or statement made (whether innocently or negligently) by any other party or any other person except as expressly set out in this **AGREEMENT**, in respect of which your sole remedy shall be for breach of contract.

12. **General.**

12.1 My Dumpster Guy may engage the services of subcontractors or agents to assist My Dumpster Guy in the performance of its obligations under these **TERMS**. You may not assign or transfer your rights under these **TERMS**, and any purported assignment or transfer shall be void. No relaxation, forbearance, delay or indulgence by either you or

My Dumpster Guy in enforcing any of these **TERMS** or the granting of time by either party to the other shall prejudice or restrict such rights and powers. No waiver of any term or condition of these **TERMS** shall be effective unless made in writing by the party making such waiver. If for any reason a court of competent jurisdiction finds any provision or portion of these **TERMS** to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction in relation to the transaction to which these **TERMS** relate, the remainder of these **TERMS** (to the fullest extent permitted by law) will continue in full force and effect in relation to that transaction. My Dumpster Guy shall not be in breach of these **TERMS** in the event that it is unable to perform its obligations as a result of any reason or condition beyond its reasonable control.

13. **Governing Law.**

13.1 This Agreement shall be governed by and construed under the laws of the State of Missouri, without regard to choice of laws principles. Any litigation between the parties shall be commenced and maintained exclusively in the United States District Court for the Western District of Missouri in Kansas City or the courts of Jackson County, Missouri.

The parties expressly submit themselves to the exclusive jurisdiction of such courts. If for

any reason a court of competent jurisdiction finds any provision of these **TERMS** invalid or unenforceable, that provision of these **TERMS** will be enforced to the maximum extent permissible and the other provisions of these **TERMS** will remain in full force and effect.

My Dumpster Guy
709 Main Street
Grandview, MO 64030
www.MyDumpsterGuy.com

Valid as of April, 2019

By signing below, you acknowledge and agree to the **TERMS** outlined in this **AGREEMENT**:

Signature

Date

