



Container agreement from SV Enterprises:

By ordering a dumpster from SV Enterprises and entering your information in our contact forms, you, the customer, acknowledge receipt of and agree to the terms and conditions. Your order form, contact form, and these terms and conditions are considered the entire agreement between SV Enterprises and you, the customer.

Any containers dropped at customers location will remain SV Enterprises property. Customer WILL be liable for any and all loss and/or damage to the containers. The containers shall be used only for their intended purpose and are not to be overloaded by weight or volume, moved or altered. Customer agrees to not hold SV Enterprises liable for any damage or injury incurred while container is on customer's site. Customer MUST provide clear and unobstructed access to the company's equipment. If SV Enterprises access to its owned equipment is not granted at the agreed upon pickup date and time the customer will be liable for all associated fees and/or any collection costs. Any governmental fines due to excessive weight of the container will be paid for by the customer who leased the box from SV Enterprises. The customer is liable for all damages to the container while the container is leased to them. By paying for our services and entering your information in our contact forms, you now agree to the terms and conditions of this contract and the terms and conditions of our services.

SV Enterprises shall not be responsible for any damages by its equipment to customer's pavement/property past the curb line. The customer shall be responsible for obtaining all necessary permits and governmental approvals, if any, and paying all fees that may be incurred in conjunction therewith.

Customer's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity, or contribution to which SV Enterprises, its agents, or employees are legally entitled.

SV Enterprises has the right to refuse pick-up of any items deemed unsafe. The parties understand and agree that all terms and conditions contained herein shall be binding and effective upon the parties and their respective successors and assignees.

Severability- If any part of this agreement is legally declared invalid or unenforceable, all other parts of this agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

The client hereto agrees that social media platforms or other electronic means shall not be utilized to defame, disparage or reconcile grievances stemming from the professional relationship of the parties herein. The contractor shall vigorously pursue litigation and/or other legal means to prosecute any violation of this clause by the client. Further, the client agrees that if a court or other adjudicatory body find that he/she/they violated this clause, they will be responsible for all legal fees and costs of the contractor to pursue redress for violation of same including pecuniary loss, lost profits, liquidated damages and/or statutory penalties.

To the full extent allowed by law, customer shall defend, indemnify and hold harmless SV Enterprises, its officers, and their respective employees, agents, directors, against all claims, costs, expenses, including but not limited to attorneys' fees, losses, and damages caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributed to bodily injury, sickness, disease or death, or injury to, or loss of use or destruction of tangible property (other than the Work itself), and (ii) is caused in whole or in part by any negligent act or omission of customer, any sub-contractor, any supplier, any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any negligence or omission of a person or entity indemnified hereunder. The obligations of indemnification contained herein shall exclude only those matters in which the claim arises out of the sole negligence of the Customer, or any of their respective agents, employees, or servants.

This agreement shall be interpreted, constructed, and enforced in accordance with the laws of the commonwealth of Illinois. All parties hereby irrevocably consent that in the event litigation is filed to enforce the terms of this agreement, such litigation shall be instituted only in the court of common pleas of KANE County, Illinois, as determined by the amount in dispute. The customer hereby consents to the personal jurisdiction of said courts. The parties hereto waive their right to a trial by jury.

Except as expressly set forth in the agreement, the services and the container to be provided by SV Enterprises to you, the customer, are to be provided as is, where is, with all faults and without warranties of any kind, expressed or implied, including any warranty or merchant ability of fitness for a particular purpose.

Maximum weight limit our trucks can pick up is 8000lbs. When loading inert materials such as topsoil, gravel, concrete waste, etc. DO NOT load containers more than 12" high unless a "special" sized container has been provided and agreed to load differently from the above statement. No waste material is to extend above the DO NOT FILL line of the container.

PROHIBITED, HAZARDOUS AND RESTRICTED MATERIALS- Will be charged \$85.00/ item.

The term "hazardous material" shall include but not be limited to, any amount of 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, and enabled or applicable state law. Without limiting the foregoing, prohibited, hazardous and restricted materials include, but are not limited to the following items:

- ASBESTOS • SOLVENTS
- FUELS • PROPANE TANKS
- OTHER FLAMMABLE LIQUIDS • AEROSOL CANS
- BATTERIES • ANTIFREEZE
- PAINT (UNLESS DRIED LATEX) • PETROLEUM-CONTAMINATED SOIL
- DIRT • LEAD PAINT CHIPS
- ROCKS OR CONCRETE • CONTAMINATED SOILS • FLUORESCENT TUBES
- KITCHEN GARBAGE (FOOD) • MEDICAL WASTE
- RAILROAD TIES • ANIMAL CARCASSES
- OILS • BARRELS • OIL FILTERS • HERBICIDES & PESTICIDES
- INDUSTRIAL WASTE • ALL LIQUIDS • CHEMICAL PRODUCTS • RADIOACTIVE MATERIAL
- RECYCLABLE ELECTRONIC DEVICES (TV, RADIO, VCR, DVD PLAYER)
- NO TIRES OR REFRIGERATORS

It is unlawful to improperly dispose of any radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material. When in doubt, please ask!

Customer hereby agrees to pay all costs and expenses for the collection of unpaid amounts including without limitation of contractors attorney fees, court costs and other costs allowed by law.

Containers blocked, overweight, overloaded, locked in, etc. will be assessed an \$85 fee per 24 hrs. that it sits on your site. To relocate a container onsite prior to pick-up you will be assessed a minimum of \$85.00. Please call your sales associate to discuss.

Customer price includes: delivery, pick up, and disposal. Weight overages to be automatically billed to credit card on file at .05/lb.

A burn fee of \$5,000.00 will be applied for ANY burning in SV Enterprises container. All credit card declines or chargebacks will be assessed a fee of \$100.00

Customer's signature _____

Print: _____

Dated: _____