

Elkins Waste Services, Inc. Roll Off Dumpster Rental Terms and Conditions

Elkins Waste Services, Inc. a Kentucky, U.S.A. Corporation, agrees to rent certain dumpster equipment ("Equipment") to customer ("Customer") on the basis of the terms and conditions as set forth herein. Except as specifically set forth herein, or as otherwise communicated by Elkins Waste Services to Customer, the following terms and conditions shall apply to and govern both commercial and residential rentals.

1. Acceptance; Contract Formation. This transaction, including Elkins Waste Services' rental of Equipment to Customer, is expressly limited to and made conditional upon Customer's assent to and acceptance of all the terms and conditions contained herein and as set forth in any related rental document, including, but not limited to any quotation, proposal, acknowledgment and/or invoice (collectively referred to hereinafter as the "Rental Documents"). The terms and conditions stated herein shall apply to and govern all Rental Documents, including any agreement, order and/or rental that may result herefrom, and these terms and conditions, along with the Rental Documents, constitute the entire agreement between Elkins Waste Services and Customer. Any of Customer's terms contained in any request for quotation, purchase order, release, acknowledgement or any other Customer document which are in addition to or different from the terms contained herein are hereby specifically objected to, rejected and excluded, and shall be of no force or effect.

2. Ordering Process. Elkins Waste Services intakes and processes all Equipment rental orders either via telephone or in person at our office located at 63 Elkins Ln. Greenup, KY. Customer acknowledges and agrees that upon Customer's placement of an order for a rental of Equipment (either via telephone or in person), and Elkins Waste Services' acceptance of such order, then a binding and enforceable rental agreement shall exist between Elkins Waste Services and Customer with respect to such Equipment based upon these terms and conditions, as well any applicable Rental Documents. All rental orders accepted by Elkins Waste Services are accepted with the understanding that each such order is subject to Elkins Waste Services' ability to obtain and furnish the Equipment to Customer. Customer is solely responsible for contacting Company in order to initiate the commencement of the Services, as well as the final pick-up of the Equipment (in accordance with the terms of Section 4 herein).

3. Delivery and Pick Up of Equipment. Elkins Waste Services will use commercially reasonable efforts to ensure timely delivery and pick up of Equipment; provided that, due to circumstances beyond our control, including, but not limited to, inclement

weather, hazardous roads and/or driving conditions, traffic delays, motor vehicle accidents, delays at landfills and equipment failure, we cannot and do not guarantee delivery times or dates. Elkins Waste Services will not be liable to Customer under any circumstances for costs, expenses, losses and/or damages incurred by Customer in any manner relating to such delays. Upon the delivery of the Equipment to the location as designated by Customer, Customer shall not move, transport or attempt to move or transport (either directly or indirectly) the Equipment from the designated site without prior notice to and consent from Elkins Waste Services, which may be withheld within the sole discretion of Elkins Waste Services. In the event that Elkins Waste Services attempts to deliver or pick-up Equipment and is unable to do so for any reason beyond Elkins Waste Services' control, including, but not limited to, overloaded Equipment, low lying power lines or tree branches, blocked access to the delivery or pick-up location, damaged Equipment, locked gates, fences or parking lots, inaccessible driveways and/or the storage of prohibited items or substances in the Equipment (collectively referred to as "dry run"), then Elkins Waste Services shall be entitled to a dry run inconvenience fee. The standard dry run inconvenience fee is \$150.00; provided that, if Budget Dumpster incurs additional charges, fees, fines, penalties costs and/or expenses related to the dry run, then Elkins Waste Services may increase the dry run inconvenience fee in order to recoup any such charges, fees, fines, penalties costs and/or expenses. Customer acknowledges and agrees that Elkins Waste Services is authorized and entitled to charge to Customer's credit card the amount of any such dry run inconvenience fee. Customer shall be solely responsible for any fees, penalties, fines, assessments, charges, costs and expenses asserted by a third-party (including, without limitation, a towing company) incurred in connection with the movement, placement and/or use of the Equipment. In the event of Customer's violation and/or breach of the terms of the Rental Agreement (including these Terms and Conditions), Company may, within Company's sole discretion and without prior notice to Customer and without any liability to Customer, pick-up the Equipment. In addition, Company may pick-up the Equipment at any time if required to do so by local, county and/or state law or as required by order of any local, county and/or state government or agency.

4. Prices and Payment Terms. Prices for Equipment rentals are quoted on a case by case basis and may be modified from time to time within the sole discretion of Elkins Waste Services; provided that applicable prices for each Equipment rental transaction will be confirmed by Elkins Waste Services at the time of Customer's placement of an order for such Equipment. Except as otherwise mutually agreed in writing between Customer and Elkins Waste Services, Customer will pay Elkins Waste Services weekly throughout the applicable rental term via credit card payment. Customer hereby expressly authorizes Elkins Waste Services to retain your credit card information and charge your credit on a weekly basis for rental fees and all other charges to which Elkins

Waste Services is entitled hereunder. Customer acknowledges and agrees that such credit card authorization shall remain valid and in full force and effect during the applicable rental period and for a period of time not to exceed 120 days beyond the last day of your Equipment rental. If, at any time during a rental term, Elkins Waste Services' authorization to charge your credit card is revoked and/or cancelled by Customer or any third-party, then Elkins Waste Services, within its sole discretion, may immediately terminate the Equipment rental and recover the Equipment without notice or liability to Customer, and without prejudice to or waiver of any of Elkins Waste Services remedies against Customer.

5. Cancellation and Cancellation Fees. Any rental order, once placed with and accepted by Elkins Waste Services, may not be cancelled by Customer except upon the consent of Elkins Waste Service, which may be withheld within the sole discretion of Elkins Waste Service. In the event that Elkins Waste Service agrees to accept a cancellation after acceptance of Customer's order, then Elkins Waste Service shall be entitled to a cancellation fee (which may be charged to Customer's credit card) in the amount \$25.00 if the cancellation occurs prior to 3:00 p.m. the business day before your scheduled delivery and a cancellation fee in the amount of \$150.00 if the cancellation occurs thereafter.

6. Weight Restrictions and Overload Fees. Customer is solely responsible for complying with the weight restrictions applicable to the rental Equipment. Customer acknowledges that: (a) each item/unit of Equipment has a designated weight specification and corresponding weight limitation (which varies based on the size and type of the Equipment, as well as other factors); (b) the size and/or volume of the particular item/unit of Equipment is not determinative of the applicable designated weight specification and weight limitation for such item/unit of Equipment; (c) local, municipal, city, county and/or state laws, regulations, rules and ordinances also govern and limit the weight and/or amount of material that can be legally stored in and/or transported in the Equipment; and (d) rain, water, snow, ice permitted by Customer to accumulate in the Equipment can increase (and under certain circumstances) exceed the applicable weight restriction relating to specific Equipment. Customer acknowledges that Customer is solely and exclusively responsible for determining the weight restrictions applicable to Customer's Equipment and for strictly complying with such restrictions, including, but not limited to covering and/or tarping the Equipment in order to prevent rain, water, snow, ice accumulation in the Equipment. Customer hereby acknowledges that Elkins Waste Services incurs charges and expenses in connection with the transport of loaded Equipment to landfills, and that such charges and expenses are based upon the weight of the Equipment. If Customer fails to comply with applicable weight restrictions, Elkins Waste Services may incur any pay for charges, expenses,

penalties and/or fines from a landfill or other third-party, whether private or public, including, but not limited to traffic fines and penalties or other consequential damages (collectively the "Overload Expenses"). In the event that Elkins Waste Services incurs any Overload Expenses relating to or in connection with Customer's failure to comply with applicable weight restrictions, then, in addition to all other remedies to which Budget Dumpster is entitled and in addition to all other amounts, fees, charges and expenses due from Customer to Elkins Waste Services (including Customer's reimbursement of all such Overload Expenses to Elkins Waste Services), Customer will pay Elkins Waste Services a fee not to exceed the amount of \$28.00 per ton in excess of the applicable weight restriction for the Equipment ("Overload Fee"), as determined within the sole discretion of Elkins Waste Services. Customer acknowledges and agrees that all Overload Fees assessed by Elkins Waste Services against Customer may be charged to Customer's credit card.

7. Permits. Customer acknowledges that certain locations and/or uses of the Equipment may require a permit, license, certification or other local, municipal, city, county and/or state approval relating to the possession, placement, storage and/or transportation of the Equipment (collectively referred to hereinafter as a "Permit"). Customer represents and warrants to Elkins Waste Services that Customer (and not Elkins Waste Services) is solely and exclusively responsible for obtaining and maintaining all necessary and required Permits relating to Customer's possession and use of the Equipment. In the event that Customer fails to obtain and/or maintain all necessary and required Permits, Company may pick-up the Equipment without prior notice to Customer and without any liability to Customer.

8. Prohibited Substances. Customer acknowledges that local, municipal, city, county, state and/or federal laws, regulations, rules and ordinances prohibit the storage of certain items, materials and substances in the Equipment ("Prohibited Substances"). Prohibited Substances include, without limitation, tires, batteries, tree stumps, railroad ties, paints and lacquers, oils, asbestos, infectious waste, contaminated soils and absorbents, inks and resins, industrial drums, fuels, adhesives, refrigerants and other toxic and/or hazardous materials and substances. Customer acknowledges and agrees that Customer is solely and exclusively responsible for complying with all applicable laws relating to Prohibiting Substances, and Customer shall be liable for any charges, expenses, damages, losses, fines and/or penalties (including, but not limited to traffic fines and penalties) relating to Customer's storage and/or transportation of Prohibited Substances in the Equipment.

9. Indemnification. Customer agrees to indemnify, defend and hold harmless Elkins Waste Services, including its officers, directors, members, employees, agents, affiliates,

subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, fines, penalties, charges, expenses, costs or other liabilities of whatsoever kind or nature (collectively, "Losses") asserted or alleged by any third-party arising from or related to: (a) Overload Expenses; (b) Customer's failure to obtain and/or maintain any required Permit; (c) Customer's use or storage of Prohibited Substances in the Equipment; (d) loss or theft of the Equipment; (e) damage and/or destruction of the Equipment during the applicable rental term; (f) personal injury and/or property damage relating to Customer's use and/or possession of the Equipment; (g) physical damage to streets, roadways, driveways, walkways, pavement, curbs, wells, irrigation systems, septic systems and/or underground utilities caused by the Equipment (h) Customer's breach of the these terms and conditions or the terms of any of the Rental Documents; and (i) any fees, penalties, fines, assessments, charges, costs and expenses asserted by a third-party (including, without limitation, a towing company) incurred in connection with the movement, placement and/or use of the Equipment.

10. Waiver; Limitation of Liability and Disclaimer of Warranties. EXCEPT IN THE EVENT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ELKINS WASTE SERVICES, CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AND LOSSES AGAINST ELKINS WASTE SERVICES RELATING TO OR ARISING FROM CUSTOMER'S RENTAL OF THE EQUIPMENT AND/OR ELKINS WASTE SERVICES' PERFORMANCE UNDER THE RENTAL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO CUSTOMER'S PROPERTY, PAVEMENT, CURBING, DRIVEWAYS, WALKWAYS, LANDSCAPING, LAWN, WELLS, IRRIGATION SYSTEMS, SEPTIC SYTEMS AND/OR UNDERGROUND UTILITIES RELATED TO OR ARISING FROM THE STORAGE OR TRANSPORT OF THE EQUIPMENT IN OR ON CUSTOMER'S PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO CUSTOMER'S PROPERTY FROM LEAKS OR STAINS RELATING TO CUSTOMER'S USE OF THE RENTAL EQUIPMENT. THE RENTAL EQUIPMENT SHALL BE PROVIDED ON AN "AS-IS" BASIS, AND ELKINS WASTE SERVICES MAKES NO WARRANTIES TO CUSTOMER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR THAT THE EQUIPMENT WILL MEET YOUR REQUIREMENTS.

11. Governing Law; Severability. Any and all disputes arising from or in connection with the Equipment rental transaction between Elkins Waste Services and Customer, including, but not limited to, these terms and conditions, the Rental Documents and/or Customer's possession and use of the Equipment, shall be construed in accordance with and governed by the laws of the State of Kentucky, U.S.A., including all matters of construction, validity and performance, without giving effect to the conflict of laws

provisions of such State. Any provision hereof which may be prohibited by applicable law shall be ineffective to the extent of such prohibition and without invalidating the remaining provisions hereof.

12. Jurisdiction and Venue. Any action arising from or in connection with the Equipment rental transaction between Elkins Waste Services and Customer, including, but not limited to, these terms and conditions, the Rental Documents and/or Customer's possession and use of the Equipment, shall be commenced and prosecuted in Greenup Circuit Court, Greenup, KY, U.S.A. Customer hereby consents to the exclusive jurisdiction and venue of the Greenup Circuit Court, Greenup, KY, U.S.A. Customer hereby waives any objection or defense based on improper jurisdiction and/or forum non conveniens.

13. Assignment. Neither this rental transaction (including the Rental Documents), nor any part or portion of Customer's performance hereunder is assignable by Customer in whole or part without the prior written consent of Elkins Waste Services, which may be withheld within the sole discretion of Elkins Waste Services.

14. Reservation of Rights. Elkins Waste Services expressly reserves all rights and remedies which are available to it at law or in equity.

15. Entire Agreement and Modification. Upon Elkins Waste Services' acceptance of the Customer's order for the rental of the Equipment, the terms and conditions set forth herein and as set forth in the Rental Documents, shall constitute the entire agreement between Customer and Elkins Waste Services, and no statement, correspondence, or other terms shall modify or affect the terms hereof or thereof. No change in these terms and conditions will be valid unless approved by Elkins Waste Services in writing.