

TKG Environmental Services Group, LLC  
Terms & Conditions of Service  
Waste Hauling & Roll-Off Dumpster Rental  
Dispatch Line - 847-949-4705  
Office Line - 847-505-1400

### Questions

Please address all questions to the dispatch line at 847-949-4705

### Waste Material Accepted

Customer represents and warrants that the "Waste Material" consists of construction and demolition debris containing material limited to and arising solely from construction, renovation and demolition projects including but not limited to concrete, wood, asphalt roofing shingles, drywall gypsum, metals, bricks, plastics, and salvaged building components such as doors, windows and plumbing fixtures. Other material types include, but are not limited to residential clean outs, fire & flood, commercial or industrial parks and other other material that is not Municipal Solid Waste. Acceptable Waste Material does not contain any highly flammable, explosive, biomedical, asbestos, infectious, toxic material, liquid waste or other "Hazardous Material" which include, but are not limited to, any waste listed as hazardous as defined by the Resource Conservation and Recovery Act of 1976, the United States Environmental Protection agency and/or any state agency. Customer shall maintain title to any and all Waste Material placed in container(s) and shall be solely responsible for the clean-up, disposal, fines, penalties and fees ("Regulatory Costs") related to removal and disposal of Hazardous Material. Restriction and Fees apply to other non-construction and debris material including, but not limited to, mattress, box springs and sofas (\$50.00 per item), tires (\$20.00 per item), dirt & yard waste (\$65.00 per ton)

### Service Inclusion

The fee paid for the dumpster includes the following items: (1) Delivery, (2) Pick Up, (3) Disposal of included Waste Material tonnage and (4) usage at site for up to 10 calendar days. The dumpster will be picked up after 10 calendar days unless prior arrangements have been accepted in writing by TKG. If Customer is finished with its dumpster prior to the 10<sup>th</sup> calendar day, please call the dispatch line at 847-949-4705.

Additional fees are charged as follows: \$55.00 per ton over the included Waste Material tonnage (see below), rental in excess of 10 calendar days at \$7.00 per calendar day or \$40.00 per week, relocation (\$85.00 same site, \$125 different site).

### Weight Limits, Level Loads and Weight Inclusions

TKG Includes the following weights in the Base Charge for each dumpster (except in the case of dirt/yard waste or other excluded items are in the dumpster):

10 Yard:	3 tons
15 yard:	3 tons
20 yard:	4 tons
30 yards	5 tons

Customer shall pay \$55.00 per ton, billed in ½ ton increments over the included weight.

Customer agrees that weight of the Waste Material placed in dumpster shall not exceed **10 tons**. **Customer is responsible for all Regulatory Costs incurred for any and all overweight citations.** The dumpster shall be loaded level and Waste Material in the dumpster must not go over the top of the dumpster. **Brick, concrete or other masonry to be put in 10 yard dumpsters only.** TKG can, at its sole discretion, decline to remove any dumpster in violation of the limits herein described and charge customer a \$125.00 trip fee.

**Conditions Preventing TKG from Servicing Your Dumpster**

For overweight container, overfilled container (above the top), blocked container or container behind locked gate, Customer will be billed a trip charge of \$125.00 in the event that service, at the sole discretion of TKG, cannot be performed. If TKG must wait for dumpster to be ready (cars moved, gates unlocked, etc...) wait time will be billed at \$85.00 per hour, ½ hour minimum charge.

**Payment & Billing**

All payments are due at time of dumpster delivery unless other terms agreed too. Late payments are charged interest at 1.5% per month and customer shall be responsible for all legal and collection related fees and costs associated with the collection of invoice. There will be a \$25.00 fee for all NSF checks.

**Damage to Premises**

It is agreed that TKG shall not be responsible for any damage to pavement, driving surfaces, building, landscapes or other real or personal property arising out of the performance of the TKG responsibilities under this agreement.

**Customer is Responsible for Equipment**

Customer will be responsible for (i) all losses and damages to the equipment; (ii) shall not move the dumpster; (iii) shall not force the back door closed; and (iv) shall close back door and complete loading when the dumpster is near capacity.

Customer agrees at its sole expense to indemnify, defend and hold harmless TKG against all claims, damages, suits, penalties, fines and liability for injury or death to persons or loss or damage to property arising out of customers use or possession of equipment

**Credit Card**

Customer understands that full payment for services will be billed to the credit card number Customer has authorized, as services are rendered. Charges for additional items will be charged when incurred.

**Miscellaneous**

The terms of this Agreement that by their nature (such as obligations to indemnify and not disclose Confidential Information) are intended to survive its expiration or termination will continue in full force and effect after its expiration or termination.

Customer's interest in this Agreement or any right or obligation of Customer shall not be assigned by Customer to another party without the prior written consent of TKG, which consent may be granted or withheld in TKG's sole discretion, and any such purported assignment without prior consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties and their representatives and respective successors and permitted assigns.

This Agreement shall be governed in its construction, interpretation, performance and enforcement by the laws of the state of Illinois. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Illinois, and agree that venue shall lie exclusively in either Lake County, Illinois or Cook County, Illinois.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement shall remain in full force and effect so long as the essential terms and conditions of this Agreement reflect the original intent of the parties and remain valid, legal and enforceable.

Neither party's failure, at any time, to enforce any right or remedy available to it under this Agreement shall be construed to be a waiver of such party's right to enforce each and every provision of this Agreement in the future.

TKG shall not be liable to the Customer for its failure to perform or delay in the performance of any of its obligations under this Agreement due to fire, flood, windstorm, hurricane or any other natural disaster, civil strife, terrorism, war, scarcity of materials or supplies, acts of governmental authorities or any other cause, similar or dissimilar, beyond the reasonable control of the party. In any such case, TKG shall use all reasonable efforts to resume performance as soon as possible.

This Agreement represents the entire understanding of the parties with respect to the matters covered herein, and supersedes all prior or contemporaneous agreements, discussions, and representations, whether written or oral. This Agreement may only be altered, amended, or modified by a writing duly signed by the parties.

Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent, partner or joint venture of the other for any purpose or in any sense whatsoever. Accordingly, neither party shall have authority to bind the other in contract or any other obligation.