

B & D Scrap Metal INC
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BDSCRAPMETAL.COM

ROLL-OFF CONTAINER TERMS AGREEMENT

Container Use:

- Our containers services are for the purpose of **METAL** recycling. While the container is in your possession, **you WILL NOT** place or allow to be placed into the container:
 1. Substances hazardous to health such as toxic or corrosive materials or liquids, of any kind whether contained or not.
 2. Medical waste or animal carcasses of any kind.
 3. Any other material not listed above but is considered unsuitable for containment including, but not limited to malodorous waste, asbestos, paint, tires, televisions, fluorescent tubes, light bulbs.
 4. Extremely heavy material such as rock, dirt, or concrete.
- Any container picked-up empty or full of garbage will be billed pick-up and drop off fess along with any disposal charges incurred and is subject to contract termination.
- All material **MUST NOT** be loaded any higher than level with top of roll-off **NO EXCEPTIONS.**
- If containers are overfilled it is the Customer's responsibility to unload the material to a safe level.
- Any overweight tickets and or fines received may be passed on to the Customer.
- Customer is responsible for any damages to the container other than normal wear and tear while it is in the customer's possession.

Access and Ground Conditions:

- All containers must be staged in a secure location. (to avoid theft) We are not responsible for stolen material out of containers.

- The customer will be responsible for the provision of free and suitable access to and from the delivery site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for the delivery, placement, and removal of the container. No responsibility will be accepted for the damage to any surface and you should therefore take steps to protect surfaces (e.g. paving slabs, soft ground) before delivery.
- On the day Customer has requested a container to be picked up/swapped out and the container is obstructed, resulting in our truck being unable to pick up at that time will result in a Dead Haul fee of \$300. **No Exceptions.**

Guarantee of Payment:

- If container is left on-site for more than 30 days, without notification, you will be charged a fee of \$300 per month that the container is not swapped or dumped up to 3 months at this time, we receive the right to terminate the contract.
- Should the Customer fail to return the container, B&D Scrap Metal Inc. remains the right to enter the premises where the container may be without notice and take possession of and remove it at the Customer's expense all without legal process, the Customer hereby waving any claims for damages from any such entry or removal.
- In the event of a voluntary or involuntary petition for bankruptcy or receivership filed by or against the Customer, the rental agreement shall be terminated on the filing date, and the equipment shall be returned to B&D Scrap Metal Inc. and all unpaid rents shall be paid by the undersigned. The customer's signature on this container agreement will constitute both their corporate and personal guarantee to B&D Scrap Metal Inc. that its invoices will be paid in full, including any overages or penalties incurred.
- Customer understands the B&D Scrap Metal Inc. Reserves the right to cancel any contract for any reason at any time.

Payments:

All metal that is bought by B&D Scrap Metal Inc. in a container will be bought at current market value on day it is picked up, less freight, to be determined by mileage round trip.

Payments are available within 24 hours after metal has been sorted and weighed. We reserve the right to take up to 7 working days from the time the material is brought into the facility to get sorted and weighed.

Please give us the CORRECT spelling of the company/individual's name the payments are to be made:

Will payments be mailed? If YES, please provide the correct/complete mailing address:

If payments are to be picked up by a company representative, please state below who has permission to pick up the payments as well as make sure they have proper ID:

Attorney Fees:

In the event of a breach to this agreement by the Customer, the Customer agrees to be responsible for all attorney fees, collection fees, and cost of any and all legal action fees that may be accrued for B&D Scrap Metal Inc. to enforce this agreement.

In the event that B&D Scrap Metal Inc. has to contract another company for the pick-up/ swap out, all the above statements is carried over to this company.

Customer Name Printed

Customer Signature

Customer Title

Company Name

Roll-Off Container Agreement

TODAY'S DATE

CUSTOMER NAME

CONTACT NAME (IF DIFFERENT) AND PHONE NUMBER

SECONDARY CONTACT NAME AND PHONE NUMBER

EMAIL ADDRESS

COMPANY NAME AND ADDRESS

SITE ADDRESS FOR DUMPSTER

DATE CONTAINER IS TO BE DELIVERED-CAN BE APPROXIMATE DATES

CONTAINER SIZE- PLEASE LIST 2 CHOICES IN CASE ONE IS NOT AVAILABLE

LENGTH OF CONTRACT- PERMANENT OR LENGTH OF JOB/DEMO

DESCRIPTION OF METAL

ANY SPECIFIC DIRECTIONS ON WHERE YOU NEED TO CONTAINER DROPPED

*******PLEASE INCLUDE A COPY OF YOUR CURRENT BUSINESS
LICENSE*******

SIZES OF CONTAINERS WE CURRENTLY OFFER:

