B & D Metal Recyclers

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BDMetalRecyclers.com

**Roll-Off Container Terms & Agreement**

**Container Use:**

* Our container services are for the purpose of metal recycling only.
* While the container is in your possession you will not allow substances hazardous to health such as toxic/corrosive materials or liquids of any kind whether contained or not to be placed into the container. **These materials include but are not limited to:**
* Medical waste, animal carcasses, malodorous waste, asbestos, paint, tires, televisions, fluorescent tubes, light bulbs, rock, dirt, concrete, or household trash.
* Any business with a container that is picked up empty, full of trash, or any material listed above will be billed pick up and drop off fees including any disposal charges incurred. The contract will then be subject to termination.
* All material must be loaded no higher than level with the top of the container. **No Exceptions.**
* If containers are overfilled, it is the businesses responsibility to unload the material to a safe level.
* Any overweight tickets/fines received will be passed on to the business.
* The business is responsible for any damages to the container with the exception of normal wear and tear while it is in their possession.

**Access and Ground Conditions:**

* All containers must be staged in a secure location. **We are not responsible for any material stolen from the containers.**
* The business will be responsible for the provision of free 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 by B & D Metal Recyclers for the damage to any surface. Therefore, please take the necessary steps to protect surfaces before delivery.**
* If the container is obstructed in any way making it difficult/impossible for our truck to obtain it on the day it is to be swapped or picked up, the business will be charged a dead haul fee of $300.00. **No Exceptions.**

**Guarantee of Payment:**

* If the container is left on site for more than 30 days without notification the business will be charged a fee of $300.00 PER MONTH that the container is not swapped or dumped. After three months we have the right to terminate the contract.
* Should the business fail to return the container, B & D Metal Recyclers has the right to enter the premises where the container is located without notice and take possession of and remove it at the businesses expense all without legal process. The business therefore waives 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 business, the container rental agreement will be terminated on the filing date. The container must be returned to B & D Metal Recyclers immediately. Any fees charged to the business is required to be paid by the undersigned.
* The persons signature on this container agreement will constitute both their corporate and personal guarantee to B & D Metal Recyclers that their invoices will be paid in full, including any overages or penalties incurred.
* The business understands that B & D Metal Recyclers reserves the right to cancel any contract for any reason at any time.

**Payments:**

* All container material that is purchased by B & D Metal Recyclers will be purchased at current market value of the same day it is picked up, less freight. Freight is 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 business days from the time the material is brought into the facility to be sorted and weighed.

**Attorney Fees:**

* In the event of a breach of contract, by signing this agreement, the business agrees to be responsible for all attorney fees, collection fees, and costs of all legal action fees that will be incurred for B & D Metal Recyclers to enforce this contract.
* If B & D Metal Recyclers has to contract another company for the pickup or swap out of a container, all statements herein are carried over to that company.

**Container Sizes We Currently Offer:**

**20 YARD CONTAINER**

4’

22’

8’

**30 YARD CONTAINER**

6’

22’

8’

**40 YARD CONTAINER**

8’

24’

8’

Please give us the correct spelling of the company/individuals name in which 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:

Customer Name:

Customer Title:

Email Address:

Contact Name and Phone Number:

Secondary Contact Name and Phone Number:

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 material:

Any specific directions on where the container needs to be dropped on property:

Name Printed:

Signature:

Today’s Date:

**\*\*\*PLEASE INCLUDE A COPY OF THE CURRENT BUSINESS OR CONTRACTORS LICENSE\*\*\***