

Tom Berkowitz Trucking Inc.

Trash/Cardboard Dumpster Terms and Conditions

These Terms and Conditions (“Agreement”) govern the rental and servicing of dumpsters, containers, and related equipment (“Equipment”) provided by **Tom Berkowitz Trucking, Inc.** (“Lessor”) to the customer (“Lessee”).
By requesting, accepting delivery of, or continuing use of Equipment or services, Lessee agrees to be bound by this Agreement.

1. TERM OF SERVICE

Service begins upon delivery of the Equipment and continues until the Equipment is removed by Lessor.
Service is provided on a month-to-month basis unless otherwise agreed in writing.
Lessee may not sell, assign, sublease, or otherwise transfer the Equipment.

2. OWNERSHIP OF EQUIPMENT

All Equipment remains the sole property of Lessor at all times. Lessee acquires no ownership rights.
Lessor may access the premises where Equipment is located at any reasonable time, with or without prior notice, for inspection, servicing, repair, replacement, or removal, including removal due to nonpayment, breach, or cancellation.
Lessee grants Lessor a continuing right of entry and repossession and waives any claim for trespass, conversion, or interference arising from Lessor’s lawful retrieval of its Equipment.

3. LESSEE RESPONSIBILITIES

3.1 Care and Custody

Lessee is responsible for the Equipment from delivery until removal, including:

- Damage from loading or misuse
- Fire, theft, vandalism, or graffiti
- Negligence
- Damage caused by heavy machinery

Lessee shall not move Equipment after placement. A relocation fee may apply.

3.2 Contents of Equipment

Lessee retains care, custody, and control of all materials placed in the Equipment and represents that it has the legal right to dispose of such materials.

Lessee is solely responsible for the contents until accepted by the disposal facility.

If prohibited or unlawful materials are disposed of, Lessee shall be responsible for all related costs, fines, penalties, cleanup expenses, and liabilities.

4. ACCEPTABLE AND PROHIBITED MATERIALS

The following materials are strictly prohibited unless otherwise agreed in writing:

- Hazardous waste
- Paint, oils, fuels, gasoline
- Toxic or regulated materials
- Explosives or ammunition
- Pressurized containers
- Yard waste
- Mattresses, appliances, tires, furniture
- Construction debris
- Any materials restricted by law

If prohibited or contaminated materials are found, Lessor may:

- Refuse service
- Reclassify recycling as trash
- Assess additional charges

Overloaded or unsafe containers may not be serviced and may incur additional fees.

5. CARDBOARD RECYCLING REQUIREMENTS

Cardboard must be clean, dry, and free from contamination.

Lessor may refuse collection, reclassify recycling as trash, or assess contamination fees.

Repeated contamination may result in suspension or termination of service.

6. COLLECTION SCHEDULE

Collection occurs on the assigned service day between 5:00 a.m. and 3:00 p.m., Monday through Friday.

Missed pickups must be reported within 24 hours.

For "on call" service:

- Collection must be requested at least 24 hours in advance.
- Service will occur on the next available route day.
- Equipment must be emptied at least once every 60 days or an inactivity fee may apply.

Lessor reserves the right to modify routes and schedules.

7. ACCESS AND PLACEMENT

Lessee must always ensure safe and unobstructed access.

If Equipment is blocked or inaccessible, a return trip fee may apply.

During winter, access areas must be cleared of snow and ice.

Lessor will use reasonable care; however, Lessee acknowledges heavy vehicles may cause damage to:

- Pavement
- Driveways
- Asphalt
- Landscaping
- Lawn or sod
- Overhead structures

Lessor is not responsible for such damage unless caused by proven negligence.

If Equipment cannot be safely serviced at the requested location, placement may be adjusted at the driver's discretion.

8. WEIGHT AND LOADING LIMITS

Equipment must not exceed safe lifting capacity. Lids must close completely.

Lessor is not responsible if contents cannot be fully emptied due to freezing, compaction, or improper loading. No service credits will be issued in such cases.

9. PAYMENTS

Payment is due by the 15th of each month.

Accepted methods:

- Credit card (including automatic payment)
- Check
- Money order

Returned check fee: \$25

Past-due balances over 30 days may incur a finance charge of 1.5% per month.

Service may be suspended for nonpayment.

10. RATE ADJUSTMENTS

Lessor may adjust rates due to increases in fuel, disposal fees, insurance, regulatory requirements, or operational expenses.

Notice will be provided as required by law.

Continued use of service constitutes acceptance of adjusted rates.

11. SUSPENSION AND TERMINATION

Lessor may suspend or terminate service and remove Equipment immediately for:

- Nonpayment
- Unsafe conditions
- Harassment of employees
- Repeated contamination
- Regulatory violations
- Breach of this Agreement

Upon cancellation, Equipment will be scheduled for removal. A removal fee may apply.

If Equipment is lost, stolen, destroyed, or not recoverable, Lessee shall pay replacement cost.

Monthly charges continue until proper cancellation notice is provided.

Seasonal rentals may incur additional delivery and removal charges.

12. INDEMNIFICATION

Lessee agrees to defend, indemnify, and hold harmless Tom Berkowitz Trucking, Inc., its owners, employees, agents, and affiliates from any claims, damages, losses, fines, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

1. Use or possession of the Equipment
2. Improper or unlawful disposal
3. Injury or property damage while Equipment is in Lessee's control
4. Violation of law
5. Breach of this Agreement

13. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Lessor shall not be liable for indirect, incidental, consequential, special, or punitive damages.

Lessor's total cumulative liability shall not exceed the amount paid by Lessee during the three (3) months preceding the event, giving rise to the claim.

14. INSURANCE

Lessor does not provide insurance coverage for Equipment contents or Lessee property.

Lessee is responsible for maintaining adequate insurance coverage.

15. FORCE MAJEURE

Lessor is not liable for delays or failure to perform due to events beyond reasonable control, including:

- Severe weather
- Natural disasters
- Labor disputes
- Mechanical failures
- Governmental actions
- Disposal facility closures
- Public health emergencies

16. DISPUTE RESOLUTION & GOVERNING LAW

Parties shall attempt good-faith resolution within 30 days.

If unresolved, disputes (excluding small claims) shall be submitted to binding arbitration through the American Arbitration Association (AAA) in Worcester County, Massachusetts, under the Federal Arbitration Act.

The arbitrator's decision is final and enforceable.

The prevailing party is entitled to reasonable attorneys' fees and costs.

This Agreement is governed by the laws of the Commonwealth of Massachusetts.

17. SEVERABILITY

If any provision is held unenforceable, remaining provisions remain in effect.

18. NO WAIVER

Failure to enforce any provision does not waive future enforcement.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

Lessor may update these Terms upon notice. Continued use of services constitutes acceptance.

20. NOTICES

Notices may be provided by mail, email, phone, or other communication channels designated by Lessor.

CUSTOMER ACKNOWLEDGMENT

By initiating or continuing service, Lessee acknowledges and agrees to these Terms and Conditions.