

# **Tom Berkowitz Trucking Inc.**

## **Roll-Off Rental Terms and Conditions**

These Terms and Conditions (“Agreement”) govern the rental and servicing of roll-off, 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. Rental includes up to seven (7) calendar days. Beginning on the eighth (8th) day, additional rental charges will apply until Equipment is removed. Any portion of a day may be billed as a full day. Long-term rentals are available and need to be discussed before delivery. Lessee may not sell, assign, sublease, or otherwise transfer the Equipment.

### **2. OWNERSHIP OF EQUIPMENT**

All Equipment always remains the sole property of Lessor. Lessee acquires no ownership rights. Lessor may access the premises where Equipment is located at any reasonable time, with reasonable notice when practicable, 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
- Unauthorized use by third parties
- Weather-related events

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
- Any materials restricted by law including but not limited to materials regulated under federal, state, or local environmental laws (e.g., EPA and Massachusetts DEP regulations)

If prohibited or contaminated materials are found, Lessor may:

- Refuse service
- Assess additional charges

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

### **5. SCHEDULE**

Delivery, exchanges and removals occur on the scheduled service date confirmed by Lessor between 7:00 a.m. and 3:00 p.m., Monday through Friday.

A preferred time may be requested but there is no guarantee.

Lessor highly recommends calling 1-2 days prior to needing the Equipment exchanged or removed.

## **6. 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 except to the extent caused by Lessor's gross negligence or willful misconduct.

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

Lessor may document conditions via photographs.

## **7. WEIGHT AND LOADING LIMITS**

Equipment must not exceed safe lifting capacity.

Lessor reserves the right to refuse pickup or transport of any container deemed unsafe or non-compliant.

The Equipment must be loaded evenly and level; nothing should extend higher than the side or above the top rails.

Concrete, dirt, rocks, brick, asphalt, stucco and all other heavy inert materials may be subject to additional handling costs.

Overweight loads are dangerous and subject to be dumped on site and reloaded at the customer's expense and billed a surcharge.

## **8. PAYMENTS**

Lessor accepts the following forms of payment: VISA, MasterCard, Discover and American Express.

Payment for Equipment as well as any known additional rental period will be due upon delivery of equipment unless prior arrangements have been made.

Lessee authorizes Lessor to charge any credit card on file for all applicable fees, including overages, damages, and additional charges.

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

Service may be suspended for nonpayment.

## **9. RATES AND ADJUSTMENTS**

Additional fees will be added to base fee if certain items are found in the Equipment such as appliances, televisions, computer monitors, tires, box springs and mattresses.

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.

## **10. 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.

Lessee shall not interfere with or prevent retrieval of Equipment.

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

## **11. 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

## **12. 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.

## **13. INSURANCE**

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

Lessee is responsible for maintaining adequate insurance coverage.

Lessor may request proof of insurance upon request.

## **14. 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
- Fuel shortages

## **15. 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.

## **16. SEVERABILITY**

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

## **17. NO WAIVER**

Failure to enforce any provision does not waive future enforcement.

## **18. 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.

## **19. NOTICES**

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