

# TANCANN Dumpster Rentals

## TERMS & CONDITIONS

**These terms and conditions apply to all requests for Tancann dumpster rental services. Whether online, email, phone, text or in person. The following will supersede all previous agreements and any verbal commitments made prior.**

1. It is understood hereon in this contract that New England Building & Excavating Co., Inc. will be known as Tancann. The “customer” is defined as the customer/owner/agent with whom this contract has been written for, & between them and contractor (New England Building & Excavating Co., Inc./ TANCANN.
2. Customer will accept full responsibility for contents of dumpster and agrees to additional charges if the dumpster contains unacceptable materials or is over the allotted weight limit for the rental. Overweight charges are billed at \$190 per ton. The Customer's credit/debit card will be charged after the can has been removed from the property and taken to a Connecticut-licensed Transfer Station. The following items carry an additional charge if placed in our dumpsters: Car Tires - \$15.00 each Truck Tires - \$30.00 each Propane Tanks - \$15.00 each Freon Units (air conditioners, refrigerators, freezers, etc.) - \$30.00 each Computer Monitors/Televisions - \$30.00 each Mattresses/Box Springs - \$30.00 each Concrete, asphalt, dirt, stumps, etc. are not permitted in our dumpsters. If you have more than 1 yard of this material, please contact us prior to ordering your dumpster rental.
3. Do not overload dumpster, load the dumpster rim only. Any overweight citations or legal judgments against New England building & Excavating DBA TANCANN while hauling from the Customer's job site will be paid by customer, and/or *dumpster* may not be hauled for safety reasons. Customer is responsible for unloading excess debris at their expense.
4. The customer is responsible for having a clear and accessible path for servicing containers. If *the dumpster* is inaccessible or not ready for pick up, a trip fee will apply. Valid reasons for us to charge a client the trip fee include but are not limited to; overloaded containers, low laying power lines or tree branches, cars or any items or materials blocking access to pick up or drop off a container, material heaped up or hanging over the sides of the container, containers that are too heavy to be removed, locked gates or fences, inaccessible driveways or parking lots, or for any reason(s) out of **our** control. The trip fee can range anywhere from \$150 - \$250. This fee covers drivers pay, fuel, and time for re-routing the drivers planned schedule.

5. Tancann charges a \$25.00 fee to cancel your order, as long as the order is cancelled by **4pm EST on the BUSINESS DAY prior to delivery**. When we refund your credit card it will be for the amount, we charged minus \$25.00. However, we will credit the \$25 fee off your next order. Orders cancelled after 4pm on the business day prior to delivery will be charged a \$150 trip fee. This is due to the fact that our scheduling has already been completed and must be adjusted for the last minute changes.
6. Dumpsters are not to be moved by Customers. Tancann will move the **dumpsters** upon request, however a trip fee will apply. The customer is responsible for any damage done to the dumpster while on their job site. Costs of damages will be charged back to Customer.
7. If it rains, snows, sleets, hails, etc. while the dumpster is in your possession, please understand that Tancann has no control over these events. This may affect the weight of your dumpster. We do not have in our possession, or at our disposal, any tools or technology to prevent rain, snow, etc. from entering your dumpster. The customer has the option of placing a tarp, sheets of plywood or any other type of barrier over the dumpster to prevent the entry of rain or snow. Additionally, the dumpsters are **not** water-tight and will not hold water beyond the saturation of materials in the dumpster and/or a minimal pooling on the floor of the dumpster.
8. Please understand that our company has to pay the landfill for the disposal of the contents of your dumpster. We are charged based on weight and if a dumpster is heavier because of water saturation, we still have to pay the landfill too. No discounts or rebates will be given if rain affects the weight of your dumpster.
9. Customer will accept full responsibility for any damage to their driveway, lawn, etc, which results from delivery and/or pick-up of dumpster under the direction of the Customer or individuals working for the Customer. Our Release of Liability waiver can be downloaded by clicking [here](#).
10. Customer is responsible for any fines, impounds or costs incurred from state, county or city jurisdictions while dumpster is on Customer job site.
11. Customer understands the rental time for the **dumpster** and that at any time after the rental period has expired, Tancann may remove the dumpster from the job site. If monies are owed on the dumpster, the dumpster will not be removed until the balance on the account has been paid.
12. Customer understands that in the event customer fails to pay in full all monies due, Tancann may refer such matters to an attorney or collection agency. Customer agrees to pay, in addition to any amount due, all costs incurred by Tancann as a result of this action, including court fees, collection fees and late fees. (\$30 fee on returned checks). A Mechanic's Lien will be placed on the property once an account goes into Collections status.

13. Ordering a container from this web site constitutes a personal guarantee. All information is treated with the strictest confidentiality, in accordance with PCI compliance guidelines.
14. I understand that it is my responsibility to contact *Tancann* when the dumpster is ready for pick up. Rental time stops once the Customer has notified Tancann that the dumpster is ready for removal. This only applies to our "standard rentals". Our internet specials are automatically removed after the rental period is up.