

# **DDS** Demcon Disposal Service

ROLL-OFF BOX SERVICE AGREEMENT  
P.O. Box 575 Monticello, Minnesota 55362  
Phone: (763) 295-0707 Fax: (763) 296-1762

Date of order \_\_\_\_\_

Date of Delivery \_\_\_\_\_

Customer Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Phone # \_\_\_\_\_

Driver: \_\_\_\_\_

**Del. Box #** \_\_\_\_\_

Container Size: 10 15 20 30

Material: MSW DEMO CONCRETE

Payment: On Acct. COD CC Check# \_\_\_\_\_

### ADDITIONAL CHARGES:

Mattresses, Box Springs, Couches, Chairs \$20.00 each

Appliances: washers, dryers, dishwashers, dehumidifiers, humidifiers, stoves, refrigerators, & freezers (MUST BE EMPTY), water heaters, furnaces, microwaves, air conditioners (must be loaded near gate for easy unloading) \$45.00 each.

TV's \$45.00 minimum charge. Please let us know if you are disposing of a console TV.

Computer monitors \$30.00 each

Computer and household copiers \$40.00 each

Car tires \$15.00 each

Box Rental charges of \$10.00 a day apply after the first 7 calendar days.

## GENERAL AGREEMENTS

This is a Service Agreement. Demcon Disposal Services retains full ownership and rights in the roll-off box. The person or entity signing this agreement is responsible to pay Demcon Disposal Services all charges when due, is responsible to insure that the box is not overloaded or loaded with hazardous, contaminated, flammable or other prohibited material, and is responsible for complying with all instructions and limitations on the box.

### TERMS

It is agreed and understood that payment terms are net ten (10) days and that any balances not paid within these terms shall be subject to a late charge of 1.5% per month. It is also understood that, if this obligation should become delinquent, you, the customer, agree to pay collection costs, attorney's fees, interest and any cost associated with placing your obligation in a collection agency and/or to an attorney for litigation.

### RESTRICTIONS, WAIVER AND RISKS ASSUMED BY CUSTOMER

Demcon Disposal Services' boxes are delivered for stationary, on-ground use. Any improper use is strictly at Customers' risk. This includes, but is not limited to, lifting/hoisting boxes by crane lift or other equipment.

Demcon Disposal Services has informed you that the movement or backing of any of our trucks or vehicles or movement of any of our containers onto or off your property or the property of your clients may cause damage to the property due to the weight or the movement of the trucks and/or the containers. In order to prevent this damage, we will not set a box without your express written permission. When you specifically authorize us and request that we enter your property or the property of your clients with our vehicles and containers, you agree to release us from any liability for property damage, personal injury or any other claim or demand for relief.

By your signature on this agreement you provide us with a release from any liability for any damage done to your property or the property of your clients by entry of our vehicle or containers.

### OVERWEIGHTS

Over weight is your responsibility. Our maximum payload on any size container is 10 tons or 20,000 pounds. Fines for exceeding this limit can reach amounts of up to \$1.00 per pound. It is the Customer's responsibility to know the weight of the material being loaded.

### RETURN CHECK FEE \$30.00

I acknowledge I have read this Agreement and agree to be bound by its terms.

**Signature** \_\_\_\_\_

**THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW IN CONNECTION WITH  
THE IMPROVEMENT TO YOUR PROPERTY.**

Any person or company supplying labor or materials for this improvement may file a lien against your property if that person or company is not paid for its contributions.

We **Demcon Disposal Services**, contractor, **P.O. Box 575, Monticello, Minnesota 55362** have been hired by your contractor...

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(Name of your contractor)

To provide **ROLL-OFF BOX SERVICE**

Or

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(Material)

For this improvement. To the best of our knowledge, we estimate our charges will be:

If we are not paid by your contractor, we can file a claim against your property for the price of our services. You have the right to pay us directly and deduct this amount from the contractor price, or withhold the amount due us from your contractor until 120 days after the completion of the improvement unless your contractor gives you a lien waiver signed by us.

We may not file a lien if you paid your contractor in full before receiving this notice.

**SOLID WASTE DISCLOSURE**

The Waste Management Act, as amended in 1993, requires that a person who collects construction debris, industrial waste, or mixed municipal solid waste for transportation to waste facility shall disclose annually to each waste generator from whom waste is collected, the name, location, type of, and the number of the permit issued by the Minnesota Pollution Control Agency, or it's counterpart in another state, for the processing or disposal facility or facilities at which the waste will be deposited. The collector shall note both the primary facility at which the collector most often deposits waste and any alternative facilities regularly used by the collector. Pursuant to Minnesota Statute 115A.9302, Demcon Disposal Services, Inc. hereby discloses that mixed municipal solid waste collected will be delivered to one of the following facilities during the time period January through December. If any additional facility becomes either a primary facility or an alternate facility during this period, the hauler is required to provide you with updated information within 30 days. In addition the Minnesota Legislature requires Minnesota waste haulers make the following disclosure to their customers: "You may be responsible for any liability that results from contamination at the facility where your waste has been deposited. Minnesota believes that its waste management system provides substantially more financial and environmental protection than depositing waste in landfills in other states. Managing your waste in Minnesota may minimize your potential liability."

**Facilities**

Primary: Vonco II, 15000 140<sup>th</sup> Avenue SE, Becker, MN 55308 Sanitary Landfill #SW-580

Secondary: Elk River Landfill, 22460 Highway 169 NW, Elk River, MN 55330 Sanitary Landfill #SW-74

Secondary: Veolia-ES Rolling Hills Landfill, 175 Co. Rd. 37 NE, Buffalo, MN 55313 Sanitary Landfill #SW-60

