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Terms, Conditions and Assumption of Risk for Delivery, Use and Pickup of Villacci's Disposal Service Containers

Upon order of a disposal bin, the Customer hereby unconditionally releases, waives and discharges their rights, whether by contract or under operation of law to file cause of action(s) or claim(s) which they may have against Villacci's Disposal Service, now or in the future as related to the delivery, use, and pick up of a disposal container which they have ordered or caused to be ordered from Villacci's Disposal Service. In addition, they will hold Villacci's Disposal Service harmless for any damage to property, jobsite, equipment, or persons resulting from the delivery, use or pick up of a disposal container.

The Customer hereby assumes any and all risk of loss, liability, damage or costs, including bodily injury or property damage that may incur arising out of or in connection to their acts and/or omissions in connection with the delivery, use, or pickup of a disposal container by Villacci's Disposal Service, its employees and/or vehicles.

The Customer understands that there is a risk of property damage by allowing Villacci's Disposal Service to deliver, move or pick up a disposal container on their property or jobsite. They must agree to the following:

1) Provide Villacci's Disposal Service with the location to place the disposal bin on the property or jobsite and take full responsibility for understanding, investigating and knowing whether the surface and subsurface ground conditions are suitable for Villacci's Disposal Service to place a disposal container in the area in which the container is requested to be placed. This includes the actual area where the disposal container is to be placed, as well as the area surrounding the container and the area leading up to its placement. Villacci's Disposal Service will not be held responsible for any damage to lawns, driveways, sidewalks, curbs, underground plumbing, walls, wells, septic systems or utilities. The Customer takes full responsibility to make Villacci's Disposal Service aware of any issues which might be affected by Villacci's Disposal Service's delivery of a disposal bin to the property or jobsite.

2) Take responsibility for any damage to Villacci's Disposal Service's disposal container(s) while on the property or jobsite. If a container must be moved from the area the container was placed, the customer must not attempt to move it. They must instead call Villacci's Disposal Service to move the container.

3) Observe the maximum fill level which is level with the top of the container. The customer must not overload the disposal container. The customer must not load debris higher than the top of the container or leave debris hanging out farther than the sides of the bin. The customer should understand

that this is a major safety hazard as debris may damage the container, Villacci's Disposal Service's vehicle, the customer's own property or fly out during transport and cause damage or injury to others.

4) Familiarize themselves with Villacci's Disposal Service's list of acceptable/non-acceptable materials for disposal. (The list of acceptable materials or non-acceptable materials can be found on Villacci's Disposal Service's website or by contacting the office.) The customer must not put unacceptable or unidentifiable materials into Villacci's Disposal Service's disposal bins. In addition to the non-acceptable material, the Customer must agree to no place any hazardous waste, special waste as defined by the DEP, liquid waste, sealed drums, explosives or flammable liquids into the Villacci's Disposal Service's disposal containers.

The Customer must fully understand the terms and conditions set forth in this document and hereby waive their right to hold Villacci's Disposal Service responsible for any damage to the property, jobsite, equipment or person in connection with the delivery, use or pick up of a disposal container.