

Terms of Service

1.The container location is selected by the customer. Gauthier Excavating, LLC. reserves the right to decline delivery if the location is deemed to be inaccessible or unsafe.

2.Gauthier Excavating, LLC. will assume no responsibility for any damage to driving surfaces (i.e. driveways, lawn/yard, blacktop, etc.) while placing or servicing the containers.

3.The customer is responsible for having a clear, accessible path for servicing the container (i.e. no parked vehicles, locked gate, unstable surfaces, etc.). If the container is not accessible, Gauthier Excavating, LLC may charge a trip fee for the attempted haul.

4.Gauthier Excavating, LLC container(s) are not to be pushed, pulled, or moved by customer equipment. The customer shall protect and care for all Gauthier Excavating, LLC equipment in their possession. All container relocations, as deemed necessary, must be made by Gauthier Excavating, LLC and a trip fee may be charged. Any damage caused by being pushed, pulled or moved will be billed to customer.

5.During scheduled service, containers are switched with those of similar type and size and will be maintained in the same general area unless otherwise predetermined in the contract.

6.Waste material should not extend over the top edge of the container. The weight of items in the container must be evenly distributed. If the container is unbalanced, it can result in unsafe hauling and possibly overturn the vehicle. In the event the container is loaded too high, too heavy or unbalanced, it is the responsibility of the customer to offload the excess. The haul may be rescheduled until the corrective measures have been completed and a trip charge may be charged. Since Gauthier Excavating, LLC is governed by federal and state laws regulating maximum allowable weights to be transported, overweight citations may be assessed.

7.Where applicable, any material being separated for recycling purposes, (i.e. cardboard, wood, metal, concrete dedicated loads of inert debris and C&D) must be free of contamination. Contaminated loads may be rejected and redirected to another disposal site. If applicable, appropriate disposal charges will be applied.

8.Unacceptable materials include, but are not limited to: Grass, Sand, Flammable Waste, Dirt, Batteries, Paint Cans, Propane Tanks, Tree Trunks (or Stumps), Refrigerators, Freezers, Air Conditioners, Tires, Yard Waste, Leaves, Hazardous Waste, Asbestos, Medical Waste, Batteries, Oil, Paint & Volatile Chemicals and White Goods.

9.Because disposal, processing, and fuel costs are significant portion of our costs to provide service, we may increase the schedule of charges proportionally to reflect any increase in such costs plus an appropriate mark-up.

10.Payment terms: You agree to pay us in accordance with the payment terms of our invoice as well as any additional disposal/tonnage charges over and above those quoted in the flat rate. If payment is not received you agree to pay all associated legal fees incurred by Gauthier Excavating, LLC in the collection of payment.

Signature: _____

Date: _____

Printed Name: _____