

By purchasing services with Man Contracting, Inc. you agree to the full terms and conditions stated below. You must call (717)-336-4466 directly to insure cancellation or change to your service. ACCEPTANCE AND USE OF THE CONTAINER CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

WASTE MATERIAL:

Customer represents and warrants that the materials placed in the container shall be “waste material” as defined herein and shall contain no other substances. The term “waste material” as used in these Terms and Conditions shall mean all solid waste (including recyclable materials) generated by the customer and specifically excludes, and Customer agrees not to deposit in dumpster or place for collection any appliance with Freon, tires, paints, liquids, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or hazardous material as defined by applicable federal, state, provincial, or local laws or regulations (Excluded Waste). The term “hazardous material” shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended or applicable by law. TITLE TO AND LIABILITY FOR ANY EXCLUDED WASTED SHALL REMAIN WITH THE CUSTOMER AND CUSTOMER EXPRESSLY AGREES TO DEFEND, IDEMNIFY AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL DAMAGES, PENALTIES, FINES AND LIABILITIES ARISING OUT OF SUCH EXCLUDED WASTE ABOVE.

DRIVEWAYS AND PARKING AREAS:

Customer warrants that any right of way provided by Customer for Man Contracting, Inc.’s container is sufficient to bear the weight of all dumpster and vehicles reasonably required to perform the services herein contracted. Man Contracting, Inc. shall not be responsible for damage to any private driving surface, pavement or accompanying sub-surface of any route reasonably necessary to perform the service herein being contracted and Customer assumes all liabilities for damage to driving surface, pavement or road services and entire container placement site.

DRY RUN FEES:

Man Contracting, Inc. charges a fee for unsuccessful container pick-up or drop-off attempts. When this happens, it is called a “dry run”. When a container is unable to be dropped off or picked up due to the following reasons, a fee is charged to the customer. Valid reasons for us to charge a dry run 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, door open on 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 for any reason (s) out of our control. The dry run fee can range anywhere from \$75.00-\$150. This fee covers drivers pay, fuel, and time.

PRIORITY DROP OFF/REMOVAL:

Man Contracting, Inc. requires 24 hours- notice minimum for dumpsters needing to be switched or removed. If a customer needs a can removed the same day as request – there could be a priority pulling fee.

TARP FEES:

We can supply a tarp when dropping a can off for an additional fee.

DAMAGED CANS:

Any dumpsters that are damaged on a job site will be assessed and billed to the customer that had the can. This includes but not limited to: fresh metal scraped off, damage to top of cans from heavy equipment, and dents from moving cans around job site.

OVER FILLED CANS:

There is a line on each can marking where the fill line is. If a customer goes over that line, they are subject to fees. Over filled cans are dangerous on the roadways and can cause serious accidents. Please make sure that the debris is below that line and not sitting loose above it.

COLLECTION COSTS:

In the event Customer fails to pay Man Contracting, Inc. all amounts which become due under this Agreement, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Man Contracting, Inc. as a result of such failure to pay, the extent permitted by law, reasonable attorney fees.

PROHIBITED ITEMS:

The following items are prohibited and SHALL NOT be placed into the container:

Hazardous Materials which are Asbestos, Batteries, Brake Fluid Cleaning Solvents, Computers and their components, Contaminated Soils, Disinfectants, Household Appliances such as but not limited to refrigerators, conventional ovens, microwave ovens, washer, dryer, and dishwashers, Driveway Sealers, Tars, Fluorescent Light Bulbs, Lead, Solvent Based Adhesives, Petroleum Fuels, Insecticides, Herbicides, Mercury Containing Lamps & Equipment, Motor Oil, Oil Filters, Paint, Oven Cleaners, Polychlorinated Bi-Phynels (PCBs) Poisons, Pool Chemicals, Railroad Ties, Strippers, Thinners, Turpentine, Wood Preservatives, Finisher, and Varnish, Medical waste, dead animals and sludge or any other product that is expressly prohibited by federal, state or local law.