



SES Environmental LLC

1307 14th Ave

Dorothy, NJ 08317

(640) 300-4322

SERVICES RENDERED – SES Environmental LLC (“Our”, “Us”, “We”) agrees to provide dumpster rentals (“Equipment”) for non-hazardous solid waste collection (“Materials”) and disposal (collectively, “Services”) and the Customer (“You”, “Your”) agrees to make timely payments and abide by the terms and conditions of this Agreement. SES Environmental LLC endeavors to perform all services in a safe and professional manner, consistent with state licensing requirements, regulations governing such operations, and the terms of this Agreement. Our Equipment and vehicles are maintained in good working order, operated by licensed professionals and fully insured.

WASTE MATERIAL – This Agreement is for Materials which can be disposed of at local non-hazardous solid waste landfills and transfer stations (“Facility”, “Facilities”). Disposal charges at each Facility vary according to waste classification. You will be charged based on the waste material classification designated by the Facility. You are responsible for ensuring that Materials banned from Facilities are not placed in the Equipment and You agree to pay any and all charges if banned Materials are present in the Equipment. Some waste items banned from landfills include, but are not limited to:

1. Aerosol cans
2. Ammunition
3. Animal carcasses or live animals
4. Asbestos containing waste
5. Barrels, tanks, cylinders, or fire extinguishers
6. Batteries
7. Chemical products, including pool chemicals
8. Contaminated dirt
9. Corrosive or acidic materials or wastes
10. Electronics like computers, monitors, cell phones, and televisions
11. Explosive materials or substances, whether solid, liquid, or gas
12. Fires, smoldering materials, or ashes
13. Flammable or ignitable materials or substances whether solid, liquid, or gas
14. Fluorescent lights
15. Freon, or freon containing items
16. Hazardous or industrial wastes including any toxic, radioactive or reactive materials
17. Herbicides, pesticides, and fertilizers
18. Infectious or medical waste including sharps and syringes
19. Lead paint chips or debris
20. Liquids or solvents like fuels, antifreeze, oils, alcohol and mercury
21. Mattresses, \$57 per mattress, if accepted by Facility
22. Microwaves or E-Waste
23. New Jersey Department of Environmental Protection (NJDEP) Waste Types 12,17,18, 26, 28, 70, 72, 73, 74, 76, 77
24. Oil filters or other any petroleum products
25. Paints, except dried latex
26. Radioactive materials
27. Recyclable materials

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28. Tires, \$41 per tire, if accepted by Facility

ACCEPTABLE EQUIPMENT USE – Equipment must be used only for its proper and intended purpose of being reasonably filled with acceptable waste materials. You must abide by the following minimum standards:

1. Do not overfill the Equipment – no Material should exceed the Equipment's top rim
2. Do not overload the Equipment by weight – dense items (like concrete, asphalt, stone and dirt) may quickly exceed the Equipment's maximum weight without exceeding its maximum fill level (12 inches below top of Equipment)
3. Do not climb, play, or use the Equipment for recreational purposes
4. Do not allow others to climb, play, or otherwise use the Equipment
5. Do not move the Equipment in any way; any movement must be conducted by Us
6. Do not paint on, deface, or otherwise allow the Equipment to be damaged
7. Do not compact, smash, or move material in Equipment with any type of machine
8. Do not allow mechanical compaction, hydraulic compaction, reduction action or process within Equipment

ADDITIONAL CHARGES – We may apply additional charges, surcharges, or fees including:

1. Additional Day(s) or Demurrage Charge – a daily rental fee, not exceeding \$30 per day including weekends, will apply if the Equipment is not exchanged or picked up before the rental period ends. It is Your responsibility to notify Us to terminate the rental period. If the Equipment is exchanged, the rental period starts over again. If You refuse to immediately make Equipment available for return upon conclusion of rental period, You acknowledge and agree to pay full retail purchase price of manufacturer to replace Equipment held hostage. You agree to allow Us to immediately manually charge the credit card, without dispute, for any charges of rental days or Your purchase of said Equipment.
2. Dry-Run Trip Charge – if Equipment cannot be picked up due to it being Overfilled (debris visible above the top rim), door cannot be closed properly, overloaded (too much weight), blocked, stuck, snowed-in, visual contamination, mixed load or similar – \$145 per trip plus Additional Day(s) fee
3. If You load any tangible personal property, materials, items, junk, or debris above the top of the sidewalls of the Equipment, We will not pick it up and You will be charged a Dry-Run Trip Charge and Additional Day fee (if outside Your agreed upon rental period) until You remove any excess height. ALL MATERIALS MUST STAY BELOW THE TOP RAIL.
4. Damage to Our Equipment caused by or arising from Your compaction, movement or loading. Damage includes, without being limited to holes, bending, denting, or similar – \$155 minimum. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use
5. Unapproved Moving Fee – You are never permitted to move the Equipment without Our prior written approval. If You move the Equipment without Our permission, You will be charged a \$250 moving fee plus all costs incurred by Us to repair or retrieve the Equipment

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6. Relocate fee – move the Equipment to an alternate on-site location after the initial drop – \$100
7. Overage [Weight] Fee or Additional Weight – not to exceed \$120 per ton (weight is rounded up to the nearest ton). This charge is applied if weight exceeds agreed upon amount.
8. Cancellation Charge – \$50 (if canceled less than 24 hours from the delivery date)
9. Concrete Cleanout or Splashing – \$150 per hour to restore original condition.
10. Dense Materials – the Equipment's 6-ton maximum weight is approximately 3 yards or 240 square feet at 4 inches thick – may be subject to a Dry-Run Trip Charge, Overage, Overloaded, or Overfilled fees
11. Concrete – clean concrete is free of any rebar, mesh wire or any other binding contaminants. If any contaminants are placed in a clean concrete dumpster, the appropriate disposal charges will be applied. No brick, no asphalt, must be clean concrete only. All concrete pieces must be less than 3'X3' or an additional charge of \$100.00 per item will be applied. Loads of concrete rejected at concrete recycling Facility will be charged as construction debris
12. State taxes are calculated and charged on all taxable items or services
13. Overweight vehicle summons issued against Us as a result of loads in excess of Equipment capacity. You agree to pay all fines, court costs and reasonable attorney fees in connection with defense of each summons
14. All related costs and fines incurred from improper loading of Equipment which causes an accident directly or indirectly, or violates any Federal, State or local laws
15. Wait Time – access to place, pick up, or otherwise Service the Equipment must be granted upon arrival. Waiting time shall be charged at a rate not exceeding \$3.50 per minute
16. Exceeding the yellow line inside the Equipment will initiate charge for the larger size as agreed upon

PERMITS – You acknowledge that some locations or uses of the Equipment may require a permit, license, certification or other local, municipal, city, county or state approval relating to the possession, placement, storage, or transportation of the Equipment. You represent and warrant to Us that You are solely and exclusively responsible for obtaining and maintaining all necessary and required permits relating to Your possession and use of the Equipment. In the event that You fail to obtain or maintain all necessary and required permits, we may pick up the Equipment without Your prior notice and without any liability from You. Any fines, charges, or fees levied on Us are Your responsibility and will be billed to You.

PAYMENTS – You agree to make timely payments for all invoices in accordance with Our established pricing for the Services provided and any fees quoted to the You at the time the order is placed. A valid credit card must remain on file for the duration of the reservation. Credit card authorization implies acceptance of Terms & Conditions. All payments for Services based upon the initial invoice provided to You must be paid for in advance and all payments for additional charges that may be incurred shall be made within 7 days. If We have agreed to offer alternative payment terms, it is contingent upon timely payments. Should You fail to make timely payments,



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we will require all services be paid for in advance. If a payment method (credit card, debit card, or bank account) was initially used for any deposit, card on file or payment, you agree to allow Us to make subsequent charges, plus any fees, to that card. By completing and submitting the credit card or other payment authorization or by providing Your credit card information over the telephone, you authorize Us to charge the fees to the account provided by You. Additional charges may appear on a subsequent statement from the original charge. Additionally, you agree to make timely payments for all fees and charges and to pay 1.5% monthly interest (18% per annum) and all attorney fees, court costs, and lien processing fees for any past due balances. Electronic payments may include an additional charge for fees incurred through Our payment processor. All or part of that fee may be earned in full at the time of the transaction. Billing is made up from aggregate total of Services rendered, which includes, but not limited to Equipment usage, disposal fees and credit card/financial charges, if applicable. Pricing and weight limits are subject to change, without notice. Estimates are valid for 30 days.

DRIVING AREAS AND EQUIPMENT – You agree to provide Us unobstructed adequate access to Our Equipment during Our service hours, provided that doing so does not violate any applicable laws or regulations. You warrant that any access / location provided for the Equipment is sufficient to bear the weight of all equipment when fully loaded and the vehicles required to perform the Services. Equipment will be placed on a smooth, hard surface (concrete, roadway, or asphalt). You may request placement on other types of terrain, however, You assume responsibility for any damage(s) caused to the terrain by Our truck or Equipment. If inclement weather changes the stability of the terrain, we may not be able to move the Equipment until the terrain becomes more stable. We cannot be held responsible for any damage(s) caused to the terrain by Our truck or Equipment. For safety reasons, Our Equipment cannot be placed in close proximity to power lines or any other obstructions that may limit Our ability to safely navigate or perform our Services. You agree and acknowledge that you have given SES Environmental LLC permission to deliver the dumpster to your specified location, whether written, verbal or otherwise.

WARRANTY DISCLAIMER – TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY AND ALL CLAIMS AND LOSSES AGAINST US RELATING TO OR ARISING FROM YOUR RENTAL OF THE EQUIPMENT OR OUR PERFORMANCE UNDER THE THIS AGREEMENT OR RENTAL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR PROPERTY, PAVEMENT, BUILDINGS, STRUCTURES, CURBING, DRIVEWAYS, WALKWAYS, LANDSCAPING, FENCING, LOW HANGING WIRES, MAILBOX, ROOTS, BRANCHES, LAWN, WELLS, IRRIGATION SYSTEMS, SEPTIC SYTEMS, BASEMENTS, FOOTINGS OR UNDERGROUND UTILITIES RELATED TO OR ARISING FROM THE STORAGE OR TRANSPORT OF THE EQUIPMENT IN, ON, OR AROUND YOUR PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO YOUR PROPERTY FROM LEAKS OR STAINS RELATING TO YOUR USE OF THE RENTED EQUIPMENT. OUR EQUIPMENT SHALL BE PROVIDED ON AN “AS-IS” BASIS, AND WE MAKE NO WARRANTIES TO YOU, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, OR THAT THE EQUIPMENT WILL MEET YOUR REQUIREMENTS.

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SANDWICH LOADS AND MIXED LOADS – Loads are considered mixed when contents must be disposed of at different Facilities or a Facility requires the load to be sorted before they will accept it. Trash and construction debris must be dumped at separate Facilities, so these loads cannot be mixed. Attempting to dump debris at an incorrect facility may result in fines or penalties which will be passed on to You. If You attempt to conceal a mixed load, it will result in You being charged all costs to rectify the situation, plus any fines and fees incurred. We reserve the right to reject any load.

CLEAN UP – We will not be held responsible for any debris on the ground or in the immediate vicinity of Our Equipment, except for debris which has been properly deposited in Our Equipment. We will not be responsible for any debris that falls on the ground or on any part of Your property as a result of the removal of Our Equipment. Debris or materials that fall on the ground as a result of normal removal means that it was not properly deposited in Our Equipment.

DIMENSION VARIANCE – You understand that the actual dimensions of the Equipment advertised online may vary from what is delivered. The volume of the Equipment shall not be less than what the You order

DELAYS – We will not be held responsible for any losses or damages resulting from delays in supplying Equipment to You. We undertake commercially reasonable efforts to provide the Equipment and Services requested by You in a timely manner. We are not responsible for delays or losses due to causes beyond reasonable control, including, but not limited to, acts of nature, strikes, unavailability of equipment, laws, traffic or inhibited access.

INDEMNIFICATION AND RELEASE – You agree to defend, indemnify, and hold Us harmless against any injuries, claim, liability, loss, cost, damage, judgement, settlement, or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission, or negligence on Our part that may occur while our truck(s) or Equipment is in, on, or around Your premise.

INVOICE DISPUTES – You shall provide Us written notice of any invoice dispute, along with any substantiating documentation, or a reasonably detailed description of the dispute, within seven (7) business days of the date of service or invoice date, whichever is greater.

ELECTRONIC COMMUNICATIONS & SERVICE – We transact business electronically and may communicate with You or provide documents like disclosures, invoices, notices, or similar through phone, email, Short Messaging Service (SMS), Multimedia Messaging Services (MMS), or other similar services. By contacting Us in any manner, You agree that We can communicate with you electronically. This provision supersedes any limitation on the term of this Agreement.

ELECTRONIC SIGNATURES – This Agreement, and any related documents entered into in connection with this Agreement, is signed when Your signature is delivered electronically or service is confirmed via other electronic means, and these signatures must be treated in all respects as having the same force and effect as original signatures.

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DISPUTE RESOLUTION – Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between You and Us via negotiation, either party may initiate legal action in the Superior Court of New Jersey.

ATTORNEY'S FEES/COSTS – In the event You breach this Agreement and We are required to institute legal action to collect any amount, it is owed by You to Us, You shall be required to pay all costs and reasonable attorney's fees incurred by Us in seeking to collect the amounts owed, in addition to any damages suffered by Us as a result of Your breach.

GOVERNING LAW – This Agreement shall be governed in all respects by the laws of the State of New Jersey without regard to the conflict of law provisions of each State.

FORCE MAJEURE – Our employees, agents, or representatives shall not be in breach of this Agreement for any delay or failure in performance caused by reasons outside of Our reasonable control.

SEVERABILITY – If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

ENTIRE AGREEMENT – This Agreement, and any supplemental documents commonly used as part of Our electronic software & management system, constitute the sole and entire Agreement of the Parties and supersedes all prior understandings, agreements, representations, and warranties, both written and oral.

TERM – This Agreement will commence upon Your agreement to use Our Services and may be terminated by You or Us with at least a 24-hour advance notice in writing or electronic confirmation by Us. For regular or recurring use of Our Services, this Agreement shall continue in perpetuity until terminated by either You or Us, subject to the 24-hour advance written notice and electronic confirmation by Us.

v. 1-12-24