

Buckeye Bin, LLC dba American Bin Transportation for Hire Services Agreement

Overview

American Bin is dedicated to providing the best possible transportation for hire services to its Customers. As such, it is important that all Customers read the following business terms and conditions.

Terms and Conditions

1. Acknowledgements:

- a. By reading these terms and conditions, Customer acknowledges its full and unconditional agreement to these terms and conditions.
- b. American Bin reserves the right to modify any of these terms and conditions without notice.
- c. Customer understands and acknowledges that it is entering into this Agreement to hire American Bin to provide transportation services and **not for the rental of dumpsters, bins, shipping containers or any other similar container**. American Bin does not rent out dumpsters, bins or shipping containers (hereinafter collectively referred to as “shipping container(s)”.

2. Responsibilities of American Bin:

- a. American Bin shall place its shipping container(s) at a location as agreed upon between the Customer and American Bin (the “initial location”), where it shall remain for a time as agreed upon between the Customer and American Bin.
- b. American Bin shall permit the Customer access to its shipping containers to load with the Customer’s personal property, materials, items and/or debris.
- c. After the shipping container has been loaded by Customer, American Bin shall transport Customer’s personal property, materials, items and/or debris from the initial location to one of the following locations as designated by the Customer for a previously agreed upon fee, subject to additional applicable surcharges:
 - i. A Republic Waste Landfill and Transfer Station
 - ii. A Franklin County Landfill and Transfer Station
 - iii. Scotts Landfill
 - iv. Local Waste Services Transfer Station
 - v. C.O.C. Columbus and Delaware Landfills
 - vi. Adept Recycling
 - vii. Ohio Mulch

3. Responsibilities of the Customer:

- a. The Customer is responsible for loading the shipping container with the Customer's personal property, materials, items and/or debris (hereinafter collectively referred to as "content"). Content may not total more than 2.5 tons.
 - b. The Customer shall retain full and complete title, ownership, and responsibility for all content loaded into the shipping container, whether such content was loaded by the Customer or a third party. **American Bin does not at any point assume title, ownership, or responsibility for any content.**
 - c. It is the Customer's sole responsibility to ensure that no hazardous materials or other non-permitted objects are loaded into the shipping container, whether by Customer or a third party, while the shipping container is located at the initial location. *American Bin shall not knowingly ever transport any hazardous material or other non-permitted objects including, but not limited to: explosives, radioactive materials, toxic waste, gas, propane, pesticides, paint, ammunition, oil, flammables, asbestos, medical waste objects, animal carcasses, appliances, any material listed as hazardous by the United States Environmental Protection Agency. In addition, American Bin shall not transport heavy materials such as dirt, rock concrete, plaster, shingles, tile and certain types of landscape material without specific prior approval.*
 - d. Customer shall provide American Bin with unobstructed access for delivery and pick-up of American Bin's shipping container(s), which access shall be sufficient to bear the total weight of American Bin's truck and shipping container(s), before and after loading.
4. **Service Fees:** Customer agrees to pay American Bin a pre-determined transportation fee which shall be based on the FOB destination, volume, weight, and distance involved in the transportation of Customer's content from the initial location to the final location.
5. **Payment:** Payment shall be made by either credit or debit card and is due either prior to, or at the time of, delivery of American Bin's shipping container to the initial location.
- a. Customer authorizes American Bin to process and charge Customer's credit or debit card for any and all amounts due pursuant to this agreement, including any applicable additional fees. Customer acknowledges receipt of the services indicated in this agreement and agrees to perform the obligations set forth in their Cardholder Agreement with the issuer of the credit card. Credit card transactions must be approved before they are accepted as payment.
 - b. All city, county and state taxes apply and are in addition to the Service Fees. Customer is responsible for payment of such taxes.
6. **Refund:** In the event the Customer's order is either not accepted or is canceled by American Bin, then American Bin shall refund the full amount of payment made to the Customer.
7. **Additional Fees:**
- a. In the event Customer's initial location is obstructed such that American Bin is prevented from either placing or picking up its shipping container(s) for any reason, Customer shall be charged and additional obstruction fee per incident in the amount of \$100.00.
 - b. In the event Customer does not give a minimum of twenty-four (24) hours advance cancellation notice before the scheduled placement or pick-up by American Bin of its shipping container(s),

Customer shall be charged a cancellation fee per incident in the amount of \$100.00.

- c. If the shipping container is damaged while located at the Customer's initial location, there may be an additional charge.
 - d. **CUSTOMERS ARE STRICTLY PROHIBITED FROM MOVING AMERICAN BIN'S SHIPPING CONTAINER AT ANY TIME.** In the event Customer moves American Bin's shipping container without American Bin's prior approval, the Customer will be charged a \$250.00 moving fee in addition to any costs incurred by American Bin to repair and/or retrieve American Bin's shipping container per incident.
 - e. The maximum weight that may be loaded into American Bin's shipping container is 2.5 tons. In the event the content load exceeds this maximum limit, the Customer will be responsible for the removal of the excess weight and will be subject to an overweight fee of \$100.00 per ton, or any portion thereof. In addition, Customer will be charged a demurrage fee of \$7.00 per day, or any portion thereof, per incident.
 - f. In the event Customer wishes to extend the agreed upon time the shipping container is to remain at the initial location, Customer must first gain the approval of American Bin at least 24 hours in advance of the scheduled pick-up time. Failure to gain such approval will result in a charge of \$7.00 per day, or any portion thereof, per incident. American Bin does not guarantee that a scheduled pick-up date can be modified and all re-scheduling is subject to American Bin's sole discretion and availability
 - g. In the event any content loaded into the shipping container(s) consists of any prohibited items, as described in Section 3.c. above, Customer will be charged a \$250.00 prohibited fee in addition to the full cost for all cleanup and any other related charges incurred by American Bin. In addition, Customer shall be subject to a \$7.00 per day, or any portion thereof, demurrage fee per incident.
 - h. In the event any content is loaded such that it is above the top of the sidewalls of American Bin's shipping container(s), American Bin will not pick-up the shipping container(s) and the Customer will be charged a \$100.00 missed pick-up fee, and a \$7.00 per day, or any portion thereof, demurrage fee. In addition, Customer will be responsible for the removal of any such excess content.
8. **Disclaimer: American Bin will not be responsible for any damage to any pavement, walkways, surfaces or accompanying sub-surface, utilities, property, lawns, fences, landscaping or other similar exterior items or any route reasonably necessary to perform the services pursuant to this agreement.**
 9. **Limitation of Liability: NEITHER AMERICAN BIN NOR ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO ANY SERVICES PERFORMED PURSUANT TO THE TERMS OF THIS AGREEMENT.**
 10. **Maximum Liability. ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO AMERICAN BIN UNDER THIS AGREEMENT.**
 11. **Signature: _____ Date: _____**