



# Roll-Off Service Agreement

OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY

Customer Name \_\_\_\_\_ Account Number \_\_\_\_\_

Property Owner Name (if different than Customer): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address and/or Directions to Delivery Site: \_\_\_\_\_

Phone#: \_\_\_\_\_ Fax: \_\_\_\_\_ Office: \_\_\_\_\_ Cell: \_\_\_\_\_

Container Size:  10YD  15YD  20YD  30YD  40YD \*Rate \$ \_\_\_\_\_

**\*Rate good for 1 (one) pull. Pull must be completed within 15 days of contract date or all additional applicable fees will apply.**

Payment Terms:

Check # \_\_\_\_\_  Cash  Credit Card Amount: \$ \_\_\_\_\_

**I have read, understand, and agree to the above and to the terms and conditions listed. I have received a copy of this Roll-Off Service Agreement and the Roll-Off Terms and Conditions.**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
OEMA Initials

\_\_\_\_\_  
Printed Name

I acknowledge Item #4 on attached terms and conditions.

**Please call our office at 405-262-0161 if you need service ("pull & return"),  
Or when you want the container removed from your site, if not scheduled prior.**

**Oklahoma Environmental Management Authority**

**1505 S Rock Island \* El Reno, OK 73036**

**405-262-0161 \* 405-262-2523 fax**

\_\_\_\_\_  
Initials

## ROLL-OFF TERMS AND CONDITIONS

1. **CHARGES AND PAYMENTS:** Customer shall pay Oklahoma Environmental Management Authority, (herein known as Authority) for the collection and disposal provided by Authority (including all charges for equipment repair due to damages done by customer or its subcontractor's.)
2. **WASTE MATERIAL:** Customer represents and warrants that the materials placed in the equipment 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 solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material. 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 state law. Authority shall acquire title to the waste material when it is removed from Customer's property/job site. Title to and liability for any waste excluded above shall remain with Customer and customer expressly agrees to defend, indemnify and hold harmless Authority from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.
3. **DRIVEWAYS AND PARKING AREAS:** Customer acknowledges and agrees that equipment and vehicles used by Oklahoma Environmental Management Authority (OEMA) are of such weight and size that they may cause damage to surface and sub surface improvements occasioned by the movement of equipment on the site. The customer, or authorized agent, hereby releases, discharges, and agrees to hold harmless, OEMA from and against any and all claims, causes of actions(s) and liability for damages to property caused by the placement of any equipment on the premises described in the agreement. Customer warrants that any right of way provided by Customer for the Authority's equipment location to the most convenient public way is sufficient to bear the weight of all Authority's equipment and vehicles reasonably required to perform the service herein contracted. Authority shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted and Customer assumes all liabilities for damages to pavement, road surface, structure or landscape.
4. **Equipment:**
  - a. **Responsibility.** The equipment furnished hereunder by Authority shall remain the property of Authority; however, Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Authority's handling of the equipment) and for its contents. Customer agrees to reimburse Authority for replacement cost of damaged equipment. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper intended purpose. Customer agrees to indemnify, defend and hold harmless Authority against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.
  - b. **Access.** Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the scheduled pick up cannot be made, Authority will charge a trip charge. See paragraph 8.
5. **ATTORNEY'S FEES:** In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees, and costs of the other party incident to any action brought to enforce this Agreement. In the event Customer fails to pay Authority all amounts which become due under this Agreement, or fails to perform its obligation hereunder, and Authority refers such matter to an attorney, customer agrees to pay, in addition to the amount due, any and all costs incurred by Authority as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.
6. **CUSTOMER RESPONSIBLY:** Customer is responsible for any and all damages to driveways, curbs and property. Driver will place the container in the safest possible accessible area as directed by the customer for all roll-off boxes. No placement of container in the street. Back doors are customer's responsibility to close prior to service.
7. **LOADING AND WEIGHT REQUIREMENTS: LEVEL LOADS ONLY.** Other terms are as follows:
  - a. When loading inert materials including dirt, rock, block, concrete or asphalt, do not load the container more than 18 inches high;
  - b. Customer is responsible for any overweight citations;
  - c. Weight must be distributed evenly throughout the container;
  - d. Loads must not exceed above the top or sides of container;
  - e. Up to 10 tons of disposal is included in the charge of the roll-off container. All disposal over 7 tons will be assessed \$45.00 per ton disposal fees.
8. **THE FOLLOWING CONDITIONS WILL PREVENT US FROM SERVICING YOUR ROLL-OFF:** Overweight container, over height container, blocked container or behind a locked gate. You will be assessed a \$125.00 trip charge fee for all containers that are not serviceable on the day of scheduled pickup. If the driver waits for vehicles or materials to be moved; truck and driver wait time will be billed at \$50.00 per half hour. Mileage fees may be assessed for container outside a certain area.
9. **RELOCATION FEE:** If relocation is required at a time other than during a service, a \$125.00 relocation fee will be charged (zone rate relocation fee \$175.00).
10. **DUE TO LANDFILL REGULATIONS, THE FOLLOWING MATERIALS ARE NOT ALLOWED TO BE PUT INTO ANY ROLL-OFF CONTAINER:** Tires, TV's, Computer Monitors, Refrigerators, Freezers, Ice Makers, Air Conditioners, 55 Gallon Drums, Medical Waste, Paint, Asbestos Material, Contaminated Soil, Rail Road Ties, or any hazardous waste-liquid. **\*\*All items listed above returned to customer will be charged a minimum of \$100.00.**
11. **PAYMENT TERMS: ALL ROLL-OFF CONTAINERS MUST BE PAID PRIOR TO SERVICE.**
  - a. **Credit Card Customers:** The credit card will be charged upon initial setup of the account and on the day of request for any subsequent services. Any additional fees incurred from previous services (overage, trip charges, inactivity) will also be charged to your credit card. Customer specifically acknowledges and agrees that said charges will be charged to Customer's credit card without further notice. Credit cards accepted are Visa, MasterCard and Discover.
  - b. **Terms:** Payment is due upon receipt. There will be a 1.5% finance charge per month (a minimum of \$10) added for any accounts that are 15 days past due. There will be a \$25.00 fee for any returned checks.
12. **INACTIVITY FEES:** There will be a \$10.00 per day inactivity fee assessed if there is no activity on the container after the 15 day period. It is the customer's responsibility to schedule the pickup of container.
13. **THESE TERMS APPLY TO ALL SITES ON ANY DATE. PRICES ARE SUBJECT TO CHAGE WITHOUT NOTICE.**

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Initials