## **Terms And Conditions Acknowledgement**

**2S Fleet Maintenance** digitally acknowledged the following Terms and Conditions on Fri, Mar 12, 2021 at 12:26 PM and accepted the signature at the bottom of the page as his own.



## 2S Roll Off Service LLC

5470 Hagner Rd Beaumont, TX 77705 (409) 924-9212 2Srolloffservice.com info@2sbox.com

Dear 2S Fleet Maintenance

To acknowledge our Terms and Conditions, please follow these instructions:

- 1) CLICK the blue link below.
- 2) READ the Terms and Conditions carefully.
- 3) AT THE BOTTOM OF THE DOCUMENT, put a check in each box one to accept your digital signature and the other to acknowledge that you've read the terms.
- 4) Click the ACKNOWLEDGE button. Thank you!

By making payment for and/or accepting of delivery of a container from 2S Roll Off Service, customer agrees to and accepts the following Terms and Conditions:

- Term: Rental period is 15 days from the day the container is delivered, unless otherwise specified. The term may be shorter if pick up is necessary and/or required prior to specified rental period. Extended rentals: a set daily charge of \$10.00 a day will apply for each day after the initial rental period that the container is kept.
- 2. Warning: Container Loading Instructions: No hazardous materials are permitted to be loaded in the container, including, but not limited to: Asbestos, tires/rims, black goods (electronics, TVs), white goods (eg: household appliances), metal, toxic or flammable liquids, solids, or gasses. 2S Roll-off Service (hereinafter "2S") reserves the right to charge additional fees as necessary in the event this provision is violated.
- 3. Weight Restrictions: When loading concrete, dirt, asphalt or other dense material, customer must use a larger container for such materials, and may not fill the container over halfway. 15 yd size includes 3 tons, 20 yard includes 6 tons, 30 yd includes 8 tons, 40 yard includes 10 tons. Overages are subject to \$46 per ton. If a container is picked up in violation of this provision, additional charges as reasonably necessary will apply. All

- containers in excess of specified weight may be subject to an additional weight charges. In the event we are ticketed for weight violations leaving your site, any fees incurred will be passed on to you.
- 4. Height Restrictions: Do Not Overfill, Level Loads Only. If we are unable to pick up a container due to it being filled over the height of the container, customer will be required to remove material from container and be subject to additional trip fees and charges.
- 5. **Pick Up**: Contact 2S promptly when the container is full to schedule pick up to avoid additional daily set charges.
- 6. Unpaid Balances: Balances unpaid after 30 days from invoice are subject to a service charge of 1.5% per month. Customer will be responsible for additional cost and fees associated with collection of unpaid amounts including but not limited to reasonable and necessary attorneys fees and/or collection agency fees.
- 7. **Delivery and Custody:** 2S will deliver a container in good and working order. Customer will keep container in a good state of repair, normal wear and tear excepted. Customer will pay 2S full compensation for replacement of any container which is not returned because of theft or loss and will return container to 2S in the same or similar condition in which it was delivered, normal wear and tear excepted. Customer shall be responsible for all damage to container while in its possession, regardless of cause, save and except normal wear and tear. Customer shall not modify or otherwise alter the container. If the container is not returned in good and working order, customer will be responsible for all costs to repair and/or replace container as necessary. If the container is damaged or stolen, customer will provide prompt notice of same to 2S.
- 8. Location: Customer will not remove the container from the address where delivery took place. Customer shall allow 2S to enter the premises where the container is located at all reasonable times as necessary to inspect the state and condition of the container. If customer defaults on any of the terms and conditions of this agreement, 2S may enter the location where the container is located, at customers expense, to recover the container. Customer indemnifies and holds 2S harmless for all injuries and/or damage of any kind caused as a result of repossession or pick up of the container, regardless of whether customer has violated any terms of this agreement.
- 9. **Venue and Law:** This agreement is governed by the laws of the State of Texas. Any dispute between customer and 2S shall only proceed in a court of competent jurisdiction in Jefferson County, Texas.
- Ownership: The container is the sole property of 2S. Customer will not encumber or pledge in any way the container or 2Ss right to ownership of the container.
- 11. Indemnity: Customer will indemnify and hold harmless 2S against any and all claims, actions, suits, proceedings, costs, liabilities, and damages, including but not limited to attorneys fees, arising out of or relating to customers use of the container.
- 12. **Entire Agreement:** This is the entire agreement between customer and 2S and may not be modified unless agreed to by both customer and 2S in writing.
- 13. Payment: Customer is responsible for payment of all amounts billed under this agreement and pursuant to this agreement in US dollars. Customer agrees that its credit card may be billed by 2S for all amounts owed under this agreement, and may do so without additional notice after the container is delivered.

- 14. Waiver: 2S drivers attempt to make each delivery in the safest and most acceptable location (considering potential for damage, accessibility, maneuverability and weight when full) available at each job site. 2S allows our drivers to determine container placement even if directed otherwise by contractor or customer. In the event the contractor and/or customer has directed the 2S driver to locate a container in a specific location on site the driver deems unacceptable and/or unfavorable, (contractor / customer / property owner) recognize that if I direct placement to a specific location that may potentially cause damage to property, known and unknown, hereby accept full responsibility for damage caused by this placement and/ or removal of the container. I further agree to defend, indemnify and hold harmless 2S Roll-off Service for any and all damage caused by this containers placement including but not limited to damage to sidewalks, driveways, concrete, culverts, utility lines, fixtures, real property and/ or other property at the job site location. I further understand and agree that additional rental charges may result from this placement as the container may not be retrievable given weather conditions once full and I fully waive any right to objecting to such daily rental charges.
- 15. **Fuel and Environmental Charges:** Fuel prices and environmental compliance fees and factors vary. To offset this, 2S will apply a 5% surcharge on all orders that require transportation and/or disposal. This charge may be updated quarterly based on current fuel costs, transportation and environmental fees and factors.
- 16. **Breach**: Any breach of the above terms and conditions will subject customer to additional fees and charges payable to 2S including any cost of remediation and/or replacement cost of said container and/or equipment.

## THANK YOU FOR YOUR BUSINESS!

General: info@2sbox.com

Service: dispatch@2sbox.com

Billing: ar@2sbox.com

Pay on delivery. We accept Visa, MC, AMEX, Discover.



PayPal Link: <a href="mailto:paypal.me/2Srolloffs">paypal.me/2Srolloffs</a> (fee may apply)

Checks by established, commercial customers with approved credit application.

Cash customers require credit card on account for incidentals.

2S Roll Off Service, LLC 2Srolloffservice.com

Main: (409) 924-9212 SMS: (409) 350-8024







This message contains confidential information. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately if you have received this e-mail by mistake and delete this e-mail from your system. Finally, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

Roll-Off Container Tracking powered by Cairn Applications, LLC



## 2S Fleet Maintenance

Date: Mar 12, 2021