

ROLL OFF PROS

1. TERMS OF RENTAL

Roll Off Pros will provide a dumpster disposal service using a selected hauler. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Roll Off Pros may immediately terminate these Terms or any Services with respect to you, or generally, cease offering or deny access to the Services or any portion thereof, at any time for any reason. Roll Off Pros may amend the Terms related to the Services from time to time. Amendments will be effective upon Roll Off Pros posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service.

2. PAYMENT

All charges are due immediately and payment will be facilitated by Roll Off Pros using the preferred payment method. Agreeing to these terms you authorize Roll Off Pros to keep your credit card on file until the account is at a zero balance. You understand that your information will be saved for future transactions on your account if there are any additional fees associated with your account. Roll Off Pros reserves the right to establish, remove and/or revise charges for any or all aspects of the services at any time in Roll Off Pros's sole discretion. Roll Off Pros reserves the right to charge the payment method in case of any additional fees (see section 4). Roll Off Pros will use reasonable efforts to inform you of charges that may apply, provided that you will be responsible for charges incurred under your account. Roll Off Pros may from time to time provide certain users with promotional offers and discounts that may result in different charges for the same or similar services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the services or the charges applied to you.

3. DELIVERY AND PICKUP

DELIVERY

Roll Off Pros cannot guarantee time slots (ex: before 7AM or after 1PM) for delivery. The routes are done by fuel efficiency. We can only guarantee the day of delivery. Due to acts of nature (ex: snow) the roll off delivery can be delayed a day. Roll Off Pros will notify you of the delay. In result the pick-up day will be rescheduled for additional day(s) that the delivery was delayed.

PICK UP

Roll Off Pros cannot guarantee time slots (ex: before 7AM or after 1PM) for pickup. Due to routing by fuel efficiency, the hauler can miss the schedule pick up date. There will be no charge to you if the pick-up is past the schedule day. On the scheduled pick-up day, the roll off needs to have clear access and ready for pick up.

4. CANCELLATION

You can cancel the roll off delivery at any time. Roll Off Pros will fully refund the original payment method if Roll Off Pros is notified by 6:00 PM MST the day before delivery. Cancellation must be, in writing, by emailing orders@rolloffpros.com. If the cancel request is after 6:00 PM MST the day before delivery, there will be a cancellation fee of \$75.00. You will be refunded the dumpster price less the \$75.00 cancellation fee.

5. SERVICE AREA

Roll Off Pros cannot guarantee the delivery of a roll off if it's out of our service area. See provided service maps on website. If the delivery address is out of the service area, Roll Off Pros will notify the customer the roll off delivery cannot be completed, and Roll Off Pros will fully refund the original payment method.

6. ADDITIONAL FEES

CANCELLATION FEE

A cancellation fee of \$75.00 will apply if the order is cancelled after 6:00 PM MST the day before delivery. Cancellation must be, in writing, by emailing orders@rolloffpros.com. You will be refunded the dumpster price less the \$75.00 cancellation fee.

OVERWEIGHT FEE

An additional charge will be made to the payment method if the roll off weight is over the provided tonnage. Any tonnage over the provided weight is a \$75.00 per ton.

ADDITIONAL RENTAL TIME

To extend your rental time, Roll Off Pros has to be informed 48 hours before the scheduled pick-up date in writing, by emailing orders@rolloffpros.com. A fee of \$30.00 per day will apply. Rental time can only be extended up to fourteen (14) days. If the rental period is for fourteen (14) days, additional rental time is not allowed.

WASTED TRIP FEE

A wasted trip fee of \$200.00 will apply if delivery or pickup is not completed due to locked gates, blocked parking, wrong address, refusal of pickup at the scheduled time, insufficient space reserved, or any other hindrance that prohibits the dumpster delivery or pickup.

7. TONNAGE

The customer agrees to adhere to the below referenced tonnage restriction per rented dumpster unit. If the dumpster is over the provide tonnage an overweight fee will apply. See fees in section six.

10 cubic yard dumpster: 1.5 TONS

15 cubic yard dumpster: 2 TONS

30 cubic yard dumpster: 3 TONS

8. DAMAGES

If an item or something that belongs to you is damaged during the extent of a Roll Off Pros booking, Roll Off Pros is in not responsible or accountable for covering those damages. Customer acknowledges that Roll Off Pros shall not be liable for any damage to driving surfaces resulting from roll off trucks serving containers on the agreed upon areas and the surroundings.

Customer acknowledges that they are not allowed to move around any roll-offs with their personal equipment or a third party's equipment.

9. SERVICES AND DISCLAIMERS

YOUR USE OF THE SERVICES Roll Off Pros was designed for on-demand waste management, not for you personally. Any driver who transports a user during the transaction, is doing so completely under their own personal insurance and liability. This is not a service that Roll Off Pros provides. This breaches your agreement with Roll Off Pros. Please use your best judgment and proceed with caution before getting in the vehicle with another person. TEXT MESSAGING By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services. PROMOTIONAL CODES Roll Off Pros may, in Roll Off Pro's sole discretion, create promotional codes that may be redeemed for Account credit or other features or benefits related to a Third Party Provider's services, subject to terms that Roll Off Pros establish on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Roll Off Pros; (iii) may be disabled by Roll Off Pros at any time for any reason without liability to Roll Off Pros; (iv) may only be used pursuant to the specific terms that Roll Off Pros establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use.

YOU ACKNOWLEDGE THAT ROLL OFF PROS DOES NOT PROVIDE WASTE MANAGEMENT OR FUNCTION AS A WASTE MANAGEMENT CARRIER. ROLL OFF PROS SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE WASTE MANAGEMENT SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT ROLL OFF PROS HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY WASTE MANAGEMENT PROVIDED TO YOU BY THIRD PARTY PROVIDERS THROUGH THE USE OF THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. ROLL OFF PROS DOES NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A THIRD PARTY PROVIDER WILL MEET YOUR NEEDS AND EXPECTATIONS. ROLL OFF PROS WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND A THIRD PARTY PROVIDER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THIRD PARTY PROVIDERS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. ROLL OFF PROS SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH THIRD PARTY PROVIDERS.

NETWORK ACCESS AND DEVICES You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Roll Off Pros does not guarantee that the Services, or any portion thereof, will function on any particular hardware or

devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

INDEMNITY You agree to indemnify and hold Roll Off Pros and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Roll Off Pros's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers. 8.
DISPUTE RESOLUTION

ARBITRATION You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and Roll Off Pros, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Roll Off Pros are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Roll Off Pros otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

10. Acknowledgement

By checking the required box field, you are acknowledging that you have read and agree to terms listed in the entirety of the contract.