**Diamond Disposal**

**175 Huron Street North**

**St.Marys Ontario, N4X 1B8**

**519-284-2221**

**Terms and Conditions**

These terms and conditions create a contract between you (the customer) and Diamond Disposal. Please read the entire agreement.

**1.Rental Term and Pricing**

1. The rental period is for up to 7 days, beginning from the date of delivery. Each subsequent day after the initial rental period will be charged an additional fee of $10.00/day.
2. Customer agrees to pay the set pricing for the rental of the bin as well as dumping fees which vary based on the location of disposal as well as the contents of the bin. Customer will be sent an invoice and any invoices unpaid after 30 days of initial invoice date will accrue 8% simple interest per month.
3. Customers shall pay or reimburse Diamond Disposal on demand of receipt of an invoice for any excessive damage to bin aside from usual wear and tear, any bins that are lost or stolen, and bins that are damaged or destroyed in Diamond Disposal’s sole discretion cannot be repaired.

**2.Use of Bin**

1. Customer shall not place any of the following prohibited items in the bin, including but not limited to: Asbestos, paint, oil or propane cans, fluorescent light bulbs, hazardous chemicals, dead animals, tires, or refrigerant based appliances.
2. Customer shall not place more than 4 tonnes of material in the 12 yard bins, and not more than 3.75 tonnes in the 20 yard bin.
3. Customer shall not place material exceeding the top or sides of the bin.
4. Customer is fully responsible for the entire contents of the bin and liability for prohibited items shall remain with the customer at all times. Diamond Disposal has the right to inspect the contents of the bin before removal and maintains the right to refuse pickup upon inspection. In the event that prohibited contents are placed in the bin, the customer shall be fully liable for all costs, charges, fines, penalties, and any other action in connection with such disposal or handling of items.

**3.Delivery and Pickup**

1. Customer agrees to provide an unobstructed area to place the bin on delivery and on pickup. If the area is obstructed, customer may be charged an additional fee.
2. Customer agrees that the delivery address and location provided is rightfully owned by the customer, or the customer has obtained necessary permissions to use the space for bin placement. It is the customers responsibility to obtain any permissions or permits before then bin is delivered.
3. Customer agrees that the location provided by the customer is sufficient to bear the weight and size of the bin. Diamond Disposal will take precautions to protect the location but shall not have the liability or responsibility for any damage to pavement or other forms of property damage.
4. Customer will not move or alter the bin or allow a third party to move or alter.
5. Should the customer fail to return the bin, Diamond Disposal maintains the right to enter the customers premises without notice and take possession of and remove the bin at the customer’s expense. This shall be done without legal process and the customer hereby waives and claims for damages from such entry/removal.