

Guma Construction Corp

240 Water Street Brooklyn, NY 11234
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[Email: GumaContainers@gmail.com](mailto:GumaContainers@gmail.com)

Contract Terms & Conditions

Waste Material	Container Size	Pricing
Construction & Demolition	30 Yard	\$865 plus tax with a 5 ton weight limit, anything over the 5 tons will be \$93 per ton.
Construction & Demolition	20 Yard	\$800 plus tax with a 4 ton weight limit, anything over the 4 tons will be \$93 per ton.
Construction & Demolition	15 Yard	\$750 plus tax with a 3.5 ton weight limit, anything over the 3.5 tons will be \$93 per ton.
Concrete, Dirt, Brick (Must be Clean) NO BAGS	15 Yard	\$1200 plus tax for only dirt, concrete or brick. Anything over 15 tons will be \$93 per ton. <u>If container has any garbage, see pricing above. ANY PLASTIC, GRASS, METAL ETC WILL RESULT IN C&D PRICING</u>
Construction & Demolition	12 Yard	\$700 plus tax with a 2.5 ton weight limit, anything over the 2.5 tons will be \$93 per ton.
Concrete, Dirt, Brick (Must be CLEAN) NO BAGS	12 Yard	\$1050 plus tax for only dirt, concrete or brick. Anything over 12 tons will be \$93 per ton. <u>If container has any garbage, see pricing above. ANY PLASTIC, GRASS, METAL ETC WILL RESULT IN C&D PRICING.</u>
Construction & Demolition	10 Yard	\$600 plus tax with a 2 ton weight limit, anything over the 2 tons will be \$93 per ton.
Concrete, Dirt, Brick (Must be Clean) NO BAGS	10 Yard	\$950 plus tax for only dirt, concrete or brick. Anything over 10 tons will be \$93 per ton. <u>If container has any garbage, see pricing above. ANY PLASTIC, GRASS, METAL ETC WILL RESULT IN C&D PRICING</u>
Construction & Demolition	25 Yard Packer Truck	\$1375 plus tax with a 10 ton weight limit, anything over the 10 tons will be \$93 per ton. 3 hour limit. No dirt or concrete allowed.
Additional Charges		
Waiting Time	15 Minutes	If Guma Construction is waiting at the delivery address for longer than 15 minutes, Guma Construction will charge \$25.00 for every 15 minutes.
Rental Fees	10 Days	If the container is on site for longer than 10 days, Guma Construction will charge \$15.00 per day.
Permit Fees	\$75 for a five (5) day permit	If Guma Construction provides the customer with a permit for the container, Guma Construction will charge \$75.00 for every five (5) days. As long as the container is at the customer, Guma Construction will automatically renew and charge the customer for a new permit.
Attempted Delivery / Pick Up Charge.	\$250 per service	If the customer cancels/ reschedules within 24 hours of the scheduled time, or we cannot deliver/ pick up the container for any reason, Guma Construction will charge \$250.00
Overflow Charge	\$150 per service	If any content inside the container exceeds the rim, Guma Construction will charge \$150.00.

Delivery Form

Customer Name _____

Phone _____ Fax _____

Email Address _____

Delivery Address _____

Container Size: _____

Delivery date _____

Delivery Time _____

Delivery location: _____

Need Permit? Yes No

If the container goes on street. (\$75 permit fee will apply.)

Alternate side parking day's _____

Alternate side time _____ - _____

Credit Card Authorization Form

Name on Card _____

Card Type _____

Card Number _____

Expiration Date _____/_____/_____ Security Code _____

Card Billing Address _____ Zip Code _____

Signature _____ Date _____

Guma Construction Corp Contact Terms & Conditions

Waste Material-Waste material collection and disposed of by Guma Construction Corp. ("Guma") pursuant to this agreement is limited to non-hazardous waste generated by Customer. (a) Hazardous Material: Guma will not accept any hazardous or dangerous material, including, but not limited to radioactive materials, explosives, corrosives, oxidizing agents, infectious wastes, pathological wastes, chemotherapeutic wastes, hazardous wastes, and/or any other materials deemed not acceptable by Guma. The inclusion of hazardous waste materials may result in additional charges to the Customer. Customer agrees to indemnify and hold Guma harmless for any and all liability, arising out of a contaminated load, including, but not limited to legal actions, claims fines, sanctions, or any other liabilities. No hazardous waste, as classified by any local, state or federal agencies authorized to categorize the same is to be loaded or placed in Guma's containers and/or equipment. Any barrels, tanks, or containers having any liquid or chemical compounds classified as hazardous or toxic by local, state or federal agencies authorized to categorize the same are not permitted to be loaded into Guma's containers, and/or equipment. Guma reserves the right to charge customer for disposal of and/or fines imposed against Guma for hazardous waste.

Duration-The terms of this contract shall be in effect for 90 days from the date of signing. The terms may thereafter be voided or re-evaluated accordingly by Guma.

Pricing and payment- Customer hereby agrees to the prices for container services supplies by Guma, as specified herein. Pricing varies based on Customer's locations and may differ by city, county, and state. Payment is due immediately upon receipt of any invoice for services rendered. Customer agrees to promptly pay all sums when due. Customer authorizes Guma or Guma's authorized agents to verify any information provided by Customer and obtain additional information by securing data from a credit reporting agency, as required. Customer authorizes Guma to charge Customer's credit card for unpaid balances and any future delinquent balances. Customer acknowledges that the credit card may be charged multiple times for one container, as provided for in this Agreement. Customer agrees and acknowledges that Guma assumes no obligation to extend credit to Customer at any time.

Sales Tax- Guma will be charging sales tax pursuant to the New York State and Local Sales and Use Tax Law, which is (8.875%). Projects exempt from tax under these provisions will not be charged, provided a completed sales tax exemption certificate or capital improvement certificate is submitted to Guma.

Default- If a default occurs with a respect to payment on any account on which Customer is or may be liable and which is placed with an Attorney or bonded collection agency, Customer agrees to pay an additional 35% collection charge on the entire open balance. For good and valuable consideration, the undersigned jointly and individually agree to be held personally liable for all debts based on the extensions of credit to any other corporation or business entity with which the undersigned is or may be affiliated.

Enforcement- Customer agrees to Hold Guma Harmless and to Indemnify Guma for any legal fees, costs, expenses, claims, judgments, or any other liability arising out of Guma's responsibilities under this agreement, including, but not limited to any legal action brought against Guma.

Cancellation/ Access-Guma must be notified of cancellations at least 24 hours in advance of the date of service. Any cancellations within 24 hours of date of service or while truck is in route to Customer's location will be subject to a cancellation fee up to \$250. If Customer violates or is charged with violation of any law, regulation, or ordinance which may govern this Agreement or the services rendered thereto or fails to comply with the terms of this agreement, Guma shall have the right to terminate the Agreement and any future services thereunder unless Customer shall make payment thereof. Customer agrees to provide unobstructed access to the equipment on the scheduled service day. If the equipment is inaccessible so that the scheduled service cannot be made, Guma will charge the Customer a trip charge of \$250 and also promptly notify Customer and afford the Customer a reasonable opportunity to reschedule the service.

Title- Guma shall acquire title to waste material, as hereinabove defined, when said material loaded into Guma's container and/or vehicle. Title to and liability for hazardous materials shall remain with Customer.

Liability for Equipment- Customer acknowledges that it has care, custody, and control of Guma's equipment and agrees to protect Guma's equipment from any unreasonable risks of harm or damages. Customer shall be liable for the cost of repairing or replacing equipment owned by Guma that is damaged or destroyed by Customer.

Delays-Guma shall not be responsible for any losses or damages resulting from delays in supplying and/ or servicing a container to Customer. Customer engaging containers on a time basis shall not be entitled to any refund in the event said container is not utilized during said period or is underutilized. Any extensions of time shall be subject to negotiations for an additional specified rate.

Clean up-Guma shall not be responsible for any debris on the ground or in the immediate vicinity of any container.

Permits- Customer is to supply all barricades, flashing lights, reflectors and other safety equipment as may be required by local authorities. Customer is responsible for obtaining required permits for any New Jersey services. All containers placed on streets in New York require a street

permit pursuant to the Rules of the Department of Transportation and will be obtained by Guma. Customer will be charged a permit fee for all required permits. Said permits are valid for a maximum of 5 days and all containers must be scheduled for removal by Customer no later than the 4th day. Failure to schedule removal within the requisite period will result in an additional permit fee charged to Customer. Guma reserves the right to pick up container(s) after five (5) business days. Failure to schedule removal within the requisite period will result in an additional charge of \$10 per day for any inactivity for that container.

Damage to Premise- It is expressly agreed and understood that Guma shall not be responsible for any damaged to pavement, driving surface, lawns or walkways, wells, septic systems, buildings, vehicles, or any other real or personal property arising out of performance of Guma's responsibilities under this agreement. Customer agrees to indemnify and hold Guma harmless for any and all liability, arising out of damage to premises, including, but not limited to legal actions, claims, fines, sanctions, or any other liabilities.

Yardage, Overfills, and Offloads- Customer shall observe the fill line indicated on Guma's containers and equipment and agree to load the same safely and not to exceed any specified yardage limits in filling any container. Customer is responsible for any overweight charged. Customer will have to pay a \$150.00 overload charge per service. Guma is not responsible for any overweight charged, Guma is not responsible for spillage due to overloaded containers. In the event Guma incurs any fines, penalties or any other criminal, civil or administrative liability as a result of the overloading and/ or spillage of any container for the term of this agreement, Customer agrees to indemnify and hold Guma harmless for any and all such liabilities, including but not limited to reasonable counsel fees and costs.

Contaminated Loads- Loads contaminated with debris other than the type agreed to by the party is subject to an additional charge, which will revert to the mixed construction debris rates. Any containers that are contaminated with tires will be charged \$50 for each tire in the container. Any containers that are contaminated with mattresses will be charged \$50 for each mattress.
ANYSOURCE SEPARATED LOADS THAT ARE REJECTED BY THE END DISPOSAL FACILITY, WILL BE CHARGED THE CONSTRUCTION AND DEMOLITION RATE. ANY LOADS THAT CONTAIN MUNICIPAL SOLID WASTE OR GREEN WILL BE SURCHARGED.

Please be advised that Guma Containers (Construction) can only pull a 5 day CRCP (commercial refuse container permit). This permit only covers that which is defined as follows:
"Commercial refuse containers are containers placed on the public roadways temporarily, the use of which is not related or connected to any use or activity for which a Department of Buildings permit and/or a construction activity permit from the Department, pursuant to Section 2-05 of these rules, is required to be obtained."
Anything other this is not covered by our permit and is the customer's responsibility to obtain the correct permit (214). Any violations that result from there not being the correct permit in place is the customer's responsibility. The following code relates to permits for construction jobs: .
"Section 2-05 of 34 RCNY requires a separate construction activity permit for specified activities, including the placement of construction material on the street and the placement of construction equipment, excluding cranes or derricks, on the street during working hours. The rule provides further that "permits for construction activity involving building operations shall be obtained only by the general contractor or the construction manager.

Signature _____

Date _____