

- 1) **Payment:** Customer agrees to pay North Bay Corporation for the services and equipment furnished by North Bay Corporation in accordance with current rates and charges. Payment must be made within 10 (ten) days of receipt of invoice. Credit or Debit Card information used to order debris boxes will be kept on file until the debris box is removed and the materials are disposed of. Any overweight charges or fees for prohibited materials will be automatically billed to the credit card on file after disposal.
- 2) **Prohibited Materials:** Customer agrees not to deposit prohibited materials in our equipment or place near the collection area. Prohibited materials include but are not limited to:
  - No Hazardous Waste of ANY kind
  - No Motor Oil or Other Auto Fluids\*\*\*
  - No Automotive or Household Batteries
  - No Fluorescent Lights, Tubes, Fixtures or Bulbs
  - No Televisions
  - No Computer Monitors
  - No Paint Cans with Wet Paint. Lids Must be Removed & Paint Must be Dried\*\*\*
  - No Products Labeled Hazardous, Warning, Poison or other Cautionary Statements.
  - No Poisonous Plants
  - No Liquid Waste
  - No Appliances\*\*\*
  - No Tires\*\*\*
  - No Herbicides, Pesticides
  - No Propane or Other Tanks

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**Absolutely No Hazardous Waste in ANY BOX, at ANYTIME.**

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Contact our Eco-Desk for Proper Toxics Disposal Information at 707-565-DESK (3375)

- 3) **Title:** North Bay Corporation will have title to the discarded material when it is loaded onto the North Bay Corporation collection vehicle. Title to and liability for a prohibited material will remain with the customer and customer agrees to defend, reimburse, indemnify, and hold North Bay Corporation harmless of any damages, penalties, fines, and liabilities resulting or arising from the deposit of prohibited materials in North Bay Corporation's collection vehicle, containers, or other equipment.
- 4) **Responsibility for Equipment:** The equipment provided by North Bay Corporation shall remain the property of North Bay Corporation; however customer acknowledges that there is 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 the normal wear and tear or for loss or damage resulting from North Bay Corporation's handling of equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and to use it only for its proper and intended purpose. Customer agrees to indemnify, defend, and hold North Bay Corporation harmless against all claims, damages, suits penalties, fines, and liabilities for injury or death to person's loss or damage to property arising from customer's use, operation, or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible on the scheduled day for pickup. Customer's pickup may be delayed to the next day, and/or a return trip charge may be assessed. If box is overloaded upon collection day (by weight or volume) customer has the option to: 1) Offload overloaded portion of contents, or 2) Pay for a second box to offload overloaded portion of contents, thus accepting to be charged and extra day fee for rental of second box.
- 5) **Damage to Pavement:** North Bay Corporation is not liable for any damage our vehicles or equipment may cause to roadways, driveways, curbing or other surfaces during the normal course of conducting business. It is the customer's responsibility to assure that all surfaces are adequate to support the weight of collection equipment and vehicles during delivery, loading or removal of equipment or to elect to have equipment delivered on a public road.
- 6) **Dispute of Charges:** Customer has 30 (thirty) days from receipt of invoice to dispute any charges contained within. After this period the invoice and all charges will be considered undisputed and collectable.
- 7) **Delivery/Pickup Days:** Box will be picked up the next week on the same day of the week it was delivered unless other arrangements are made in advance. There is a fee for additional days.
- 8) **Contaminated Recycle or Segregated Boxes:** Contaminated recycling boxes will be billed as garbage boxes and will be assessed all disposal charges and fees in accordance with local landfill rates. It is the customer's responsibility to protect against any unauthorized dumping or to remove prohibited materials prior to removal of the equipment.
- 9) **Extra Items:** Additional Fees will be applied to, but are not limited to the following items: Mattresses, T.V.'s computer monitors, copy machines, computer components (e-waste) major appliances (with and without Freon), treated wood, dry paint, batteries, automobile fluids, tree stumps, and automobile tires. Tractor tires or tires over 24" are not accepted. Please call a customer service representative for detailed pricing information at 707-585-5222.

\*\*\* See Extra Items above