

## Terms and Conditions of Service

**Last Updated:** September 25, 2025

Please read these Terms and Conditions ("Terms") carefully before using the <https://blackmunhauling.org/> website ("the Service") operated by Blackmun Hauling ("us," "we," or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, you do not have permission to access the Service.

### 1. Description of Services

Blackmun Hauling provides the following services, subject to the specific terms outlined in subsequent contractual agreements (e.g., rental agreements, service invoices):

- **Dumpster Rental:** Provision of temporary waste containers for use at a customer-specified location.
- **Material Delivery:** Transportation and delivery of dirt, gravel, aggregate, and other bulk materials.
- **Equipment Transportation:** Hauling of heavy equipment and machinery.

The details, scope, and price of any specific service engagement are finalized only upon acceptance of a formal quote or execution of a separate service agreement between the Customer and Blackmun Hauling.

### 2. Pricing, Quotes, and Estimates

**2.1 Non-Binding Estimates:** Any prices, quotes, or estimates displayed on this website or provided via the contact forms are preliminary and non-binding. All final pricing is subject to: \* Verification of the job site conditions, distance, and accessibility. \* Final specifications of the materials, equipment, or rental duration. \* Taxes, fuel surcharges, and disposal fees in effect at the time of service.

**2.2 Final Price:** The final price for services will be confirmed in a written quote or service agreement provided directly to the Customer by Blackmun Hauling prior to the commencement of work.

### **3. Dumpster Rental Specific Terms (Summary)**

**3.1 Prohibited Materials:** Customer explicitly agrees not to place any hazardous, toxic, flammable, or otherwise prohibited materials into the rented dumpster, including but not limited to paint, batteries, tires, appliances containing Freon, medical waste, or regulated materials. **Placing prohibited materials will result in additional fines and fees, which the Customer is solely responsible for.**

**3.2 Site Access and Safety:** The Customer is responsible for ensuring clear, safe, and unobstructed access to the designated drop-off and pick-up location. Blackmun Hauling is not responsible for damage to pavement, driveways, asphalt, curbing, or landscaping that may occur during the normal course of delivery or removal, particularly damage caused by the weight of the truck and/or dumpster.

**3.3 Weight Limits:** Customers must adhere to the weight limits specified in the rental agreement. Overweight containers will be subject to additional fees or may be refused for transport.

### **4. Limitation of Liability**

In no event shall Blackmun Hauling, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of, or inability to access or use, the Service.
- Any conduct or content of any third party on the Service.
- Any physical damage to property during the provision of services (dumpster delivery, material drop-off, or equipment transport), unless caused by the direct gross negligence or willful misconduct of Blackmun Hauling personnel.

### **5. Intellectual Property**

The Service and its original content (excluding customer-provided materials), features, and functionality are and will remain the exclusive property of Blackmun Hauling and its licensors. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Blackmun Hauling.

## 6. Indemnification

You agree to defend, indemnify, and hold harmless Blackmun Hauling and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of:

- Your use of and access to the Service.
- A breach of these Terms by you.
- Any failure to comply with the specific terms of a service agreement (e.g., placing prohibited items in a dumpster).

## 7. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of California and the United States, without regard to its conflict of law provisions.

## 8. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will post the changes on this page and update the "Last Updated" date at the top of these Terms. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms.

## 9. Contact Us

If you have any questions about these Terms, please contact us:

- **By Email:** [blackmunhauling@gmail.com](mailto:blackmunhauling@gmail.com)
- **By Phone:** 530-637-9306
- **By Visiting this Page on our website:**  
<https://www.google.com/search?q=https://blackmunhauling.org/contact>