

X2C Motorwerkz LLC
DBA: X2C Dumpsterwerkz
2658 HWY 54 S
Bells, TN 38006
Phone: 731-345-7640



Thank you for renting a roll-off dumpster from us! This document is designed to make your service and rental as efficient and cost effective as possible. Please read the entire document prior to signing as it is a contract.

Dumpster Packages: 20 yard Container

_____ **Bronze Package** \$325 per dumpster+landfill fees at \$57 per ton (14 day rental)
-weight slip will be provided to customer after pickup and disposal payment due immediately

_____ **Silver Package** \$550 per dumpster with 3 tons included (14 day rental)

_____ **Gold Package** starting at \$650 in person estimate will confirm final price.

*Extra charge if outside the radius of Jackson, TN \$25(25-30 miles), \$50 (31-40 miles), \$100 (40+miles)

Customer Information

Name _____	Contact _____
Street Address _____	Phone _____
City, State, Zip _____	Email _____
Jobsite Address _____	City, State, Zip _____

Payment Authorization

TERMS DUE UPON RECIEPT: I authorize the balance due will be paid or charged to my card given to X2C Motorwerkz (DBA: X2C Dumpsterwerkz) upon the time of the dumpster being delivered. I also authorize that any extra tonnage, additional dumps, damages or extra costs be paid in full by the customer at the time of pickup if necessary. Make all payments to X2C Motorwerkz LLC.

Signatures

Guarantee's Name _____

Signature _____ Date _____

***I understand that this document holds me accountable and liable if I do not follow the contracted agreement or read the fine print to its entirety.**

Equipment Rental

- (a) **Customer.** The customer certifies that he or she is either the property owner, has power of attorney for the property owner, or is the licensed contractor/broker for the property. Customer may not sublet the dumpster for any reason.
- (b) **Price.** Customer agrees to rent a dumpster from X2C Motorwerkz LLC according to the prices and fees set forth at the time of rental. The rental period begins the day the dumpster is dropped off, unless otherwise granted by X2C Motorwerkz LLC. The price is as above unless otherwise agreed upon and the adjusted price will be written at the top before the contract is sent.
- (c) **Weight Limit.** Customer agrees to restrict tonnage to 3 tons for a 20 yd. If the customer exceeds the relevant tonnage limit, customer hereby agrees to pay an additional fee of \$60 per ton for each ton in excess of the limit for that dumpster. Customer shall not overload or cause the dumpster to be overweight for any Roll-off container provided by X2C Motorwerkz LLC. If an overweight dumpster is reported by X2C Motorwerkz LLC, the customer will be responsible for transporting the roll-off container and shall incur the cost of any expense necessary to unload the dumpster. Also, the customer will be responsible for any damage caused by overloading the dumpster.
- (d) **Placement of Dumpster.** Customer warrants and represents that any location provided by customer for the dumpster is sufficient to bear the weight and size of the dumpster. X2C Motorwerkz LLC shall not be responsible for any damage to pavement, concrete, or any other road surface material, lawns, fences, shrubbery, septic system, private well, or any other form of property damage due to dumpster placement. The customer is NOT to move the dumpster by any means from the location it was dropped off at. If the dumpster is moved from the location of the drop off and damage occurs to the property or dumpster the customer is responsible for any and all damages, repairs, or replacement of equipment in its entirety.
- (e) **Company Accessibility.** The customer agrees to provide unobstructed access to the dumpster on the day it is to be picked up. If the dumpster is inaccessible, customer shall be charged for additional rental time at the rate of \$50 per day.
- (f) **Customer responsibility for Equipment.** The equipment shall be in the possession and control of the customer during the rental period. The customer agrees to hold harmless and indemnify X2C Motorwerkz LLC against all claims, lawsuits, and any other liability for injury to persons or damage to property arising out of the possession or use of the equipment by the customer. The customer shall be responsible for the cleanliness and safekeeping of the equipment and is responsible for any, and all damage from the time the equipment is delivered until it is returned. This includes but is not limited to fire, theft, vandalism, negligence, graffiti, natural disaster, overloading, or other activity which causes damage.

2. Content Regulations.

- (a) **Customer is fully responsible for the entire contents of the container** and is the rightful owner of the container's contents until the container is dumped and the contents accepted by the prospective disposal facility. If any contents included in the dumpster are not allowed by the prospective disposal facility the customer is liable and responsible for all fees, damage, proper disposal, or fines. X2C Motorwerkz LLC is not liable or responsible for the contents.
- (b) **Hazardous Material Prohibited.** The customer warrants and represents that the dumpster will not contain any hazardous materials and acknowledges that the disposal of such hazardous materials is strictly prohibited. No liquids, batteries, paint, toxic materials, oils, hazardous waste materials, explosives, pressurized containers of any kind, or any items listed by City, State, or Federal agencies with jurisdiction over the respective area. In the event that contents that are not allowed by this contract or any Federal, State, Parish, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but are not limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense.
- (c) **Materials not allowed.** We do not accept dirt, gravel, concrete, shingles, tires, or hazardous materials listed above. Tires are subject to a disposal fee of \$15 per tire.
- (d) **Required for Pickup.** Debris may NOT extend above the top rim of the dumpster. The tarp MUST be able to roll completely over the top WITHOUT OBSTRUCTION. The end doors MUST be CLOSED and secured before it can be overfilled or unprepared containers will be brought into compliance at the Customer's expense.

3. Permits, Approval, and Fees.

Customer shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction therewith. If dumpster is placed in a public right-of-way (i.e. street, sidewalk, etc.), Customer shall secure and pay for a permit with the local municipality and display on dumpster as required.

4. Indemnification.

Customer agrees to indemnify and hold harmless X2C Motorwerkz LLC from, against and in respect to any and all claims, losses, expenses, damages, obligations and liabilities (including costs of collection and reasonable attorney's fees) of any kind or nature whatsoever, including any misrepresentation or non-fulfillment of any representation or agreement of or by the Customer in this Agreement. This provision shall survive the termination of this agreement.

5. Severability.

Customer agrees that each provision contained in this agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions or parts thereof contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or parts or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the then applicable law.