

DUMPSTER RENTAL AGREEMENT

A. CONTRACT PRICE:

Additional Charges (if applicable):

\$125 per dump if additional dumps are needed during rental period.

\$64 per ton shall be charged if tonnage is over 2 tons.

LOADING LEVELS & WEIGHT INSTRUCTIONS. The customer is responsible for the filling of the dumpster and its contents. The dumpsters must be loaded evenly and level – nothing should extend higher than the side or top trails.

HAZARDOUS MATERIALS. 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. Additional, unacceptable materials include hazardous waste, dirt, industrial waste, chemical products, oil filters, herbicides and pesticides, radioactive material, solvents, paint (except completely dried latex paint cans—no liquids), other flammable liquids, aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil/oil filters, contaminated oil (mixed with solvents, gasoline, etc.), antifreeze, appliances, petroleum-contaminated soil/lead paint chips, tires, batteries, computers, monitors, televisions, microwaves, fluorescent tubes, railroad ties, telephone poles, concrete, asphalt, rocks and masonry block(unless agreed upon and separate dumpster is provided for separate disposal), medical waste, asbestos, animals, barrels, and all liquids).

DUMPSTER PLACEMENT. A flat and level surface for dumpster placement is required. Please provide a minimum of (1) full day notification in advance when scheduling service. The customer is responsible for any local, city or municipality permit/permissions which may be required.

INDEMNIFICATION & HOLD HARMLES. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, costs, attorney fees, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property or the environment arising out of breach of the warranty stated above. The warranties and indemnities contained herein shall survive the termination of this Contract.

CUSTOMERS RESPONSIBILITY FOR EQUIPMENT. The equipment shall be in the possession and control of the Customer. Customer agrees to hold harmless and indemnify Contractor 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. 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, or other activity which causes damages. Customer shall pay any taxes (municipal, state and federal) including personal property taxes, which may be imposed by the possession or use of the equipment. Customer shall not overload the equipment, nor use it for incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear. Customer shall not overload or cause to be overweight, any Roll-off container provided by the Contractor. In the event an overweight fine is sustained by the Contractor transporting a Roll-off container loaded by the Customer or its designates, Customer shall incur the cost of any fine and expense.

DRIVEWAYS AND PARKING AREAS. Customer warrants that any right of way provided by Customer is sufficient to bear the weight of Contractors equipment and vehicles. Contractor shall not be responsible for damage to pavement, surface or sub surface of any route reasonably necessary to perform the services herein contractor.

PERMIT (if required). 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.

Initials: _____