

Dumpster Rental Agreement: Terms and Conditions

CUSTOMER'S AGREEMENT TO PAY FOR SERVICES: CUSTOMERS payment is due to the Company for the service charge as set forth in this contract at the time of ordering. Any and all additional fees for dumpster damage, over weight limits, hazardous materials will be due within 48 hours of notice. Company will provide Customer with notice using information Customers provided during the agreement including but not limited to telephone number, email, address. Company may choose which medium to use for notification.

EQUIPMENT RENTAL

Dumpster Possession: All dumpsters furnished by the Company shall remain the property of the Company and the Customer shall have no right, title or interest in them. Upon delivery of container to the Customer, the container shall be deemed to be in the sole possession and control of the Customer. Customer may not sublet the dumpster for any reason. Customer shall have the duty to maintain and shall be solely responsible for the safety and cleanliness of the dumpster until the dumpster is picked up by EZ Dumpster Rental, LLC. The Customer shall not modify the dumpster. The Customer shall not move, transport or otherwise relocate the dumpster while in the Customer's possession. Customer accepts responsibility for any loss or damage to the dumpster while in the Customer's possession. Items placed in the dumpster must remain below the wall height of the dumpster.

Dumpster Delivery: Customer agrees to provide adequate road or driveways to desired place of delivery. Customer warrants and represents that any location provided by Customer for the dumpster is sufficient to bear the weight and size of the dumpster and any vehicle required to transport the dumpster. EZ Dumpster Rental, LLC shall not be responsible for any damage to pavement, road surface material, lawns, fences, shrubbery, septic systems, private well, or any other property damage.

Hazardous/Exclusive Material: No Hazardous waste, No Household Garbage (food or liquid items), industrial waste, chemical products, oil filters, herbicides & 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, contaminated oils (mixed with solvents, gasoline, etc.) antifreeze, appliances, petroleum-contaminated soil, lead paint chips, tires, dirt, bricks, asphalt, concrete or heavy materials, computers, monitors, televisions, microwaves, fluorescent tubes, railroad ties, medical waste, asbestos, animals, barrels, adhesive or industrial drums, or "Special waste" as defined by Local, State and Federal laws and regulations. The Company cannot accept refrigerators, freezer units, and air conditioners. Any of these items found in the dumpster must be removed or the company will have the right to dump the load at the site at the Customers expense. If such items are hidden in the dumpster and Company is charged at the dump site, Customer agrees to pay actual charges, fines, penalties, legal fees, disposal fees or any other associated charges. Customer is responsible for contents of container during rental period and for any charges associated with restricted content.

Weight Limits/Overload: Customer agrees to not exceed the dumpster 2 tonnage limit. If Customer exceed the tonnage limit Customer will be charged an additional fee equivalent to the tonnage rate presently being charged. 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 removed. The Company reserves the right to not haul any overloaded dumpster. If the Customer overfill the container and such overfilling results in an overweight fine or penalty assessed against the Company, the Customer is responsible for such penalty or fine upon demand.

Dumpster Retrieval: Customer agree to provide Company open accessibility to the dumpster at the time of pick-up. If the dumpster is inaccessible, an additional fee return pick-up fee will be charged.

Indemnification: Customer shall defend, hold harmless and indemnify Company, its officers, employees and agents from and against all claims, lawsuits and any other liability, including attorney fees, or injury to persons or damage to property arising out from, relating to, or connected with dumpster while dumpster is in the Customer's possession and control and/or arising from or relating to Customer's violation of any applicable laws, rules,

regulations or ordinance governing disposal of waste. This provision shall survive the termination of this Agreement.

Agreement: This Agreement contains the entire agreement between Customer and Company and superseded all prior agreements and understanding, oral or written. No representation, inducement, promise, understanding, conditions or warranty not set forth herein has been made or relied upon by either Party hereto. This Agreement may be modified only by an agreement in writing signed by the Parties hereto.

Additional Fees:

<i>Weight Overage</i>	<i>\$60.00 (each additional Ton up to 4 Tons Max.)</i>
<i>Return Pick-up</i>	<i>\$50</i>
<i>Fees/Penalties</i>	<i>Variable</i>
<i>Hazardous/Exempt Material</i>	<i>Variable</i>

This agreement is entered on this _____ month _____ day of 20_____.

Customer Signature: _____

Customer Address: _____

Customer Number: _____