

## DUMPSTER RENTAL AGREEMENT: TERMS AND CONDITIONS

1. Customer agrees to provide adequate road or driveways to desired place of delivery. Customer shall assume full responsibility for all damages of any kind whatsoever to any road or driveway caused by the vehicle or container. It will be left to the driver's discretion when driving across lawns or unstable terrain as well as across sidewalks and/or driveways.
2. Upon delivery of container to the Customer, the container shall be deemed to be in the sole possession and control of the Customer. Customer shall have the duty to maintain and shall be solely responsible for the safety and cleanliness of the container until the container is picked up by DL Supply.
3. Customer shall defend, hold harmless and indemnify DL Supply, 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 container while the container is in the Customer's possession and control, including all claims, lawsuits and other liability, including attorney fees, arising from any negligence or breach of any duty by DL Supply.
4. All containers furnished by DL Supply shall remain the property of DL Supply and the Customer shall have no right, title, or interest in them.
5. DO NOT overload the container. Customers will be charged for all overloaded containers at their equivalent tonnage rate presently being charged. In the event the container cannot be hauled due to overloading, the rubbish will be removed from the container and it will be the customer's responsibility to clean up said rubbish. The driver reserves the right to not haul any overloaded container. If the Customer, or Customer's employees, agents, or contractors overfill the container and such overfilling results in an overweight fine or penalty assessed against DL Supply, Customer is responsible for such penalty or fine upon demand by DL Supply.
6. Customer shall specify the location for the placement of the container and Customer shall be solely responsible for any property damage arising from or relating to the placement of the container. DL Supply specifically disclaims, and shall not be liable for, any property damage arising from or relating to the placement of the container.

7. Customer shall be responsible for any damage or vandalism caused to dumpster while in their possession. Examples include burning, damage caused by machinery, graffiti, abuse, etc.

8. Customer shall abide by all applicable laws, rules, regulations and ordinances governing disposal of waste. Customer shall defend, hold harmless and indemnify DL Supply, its officers, employees and agents from and against all claims, lawsuits and any other liability, including attorney fees, arising from or relating to Customer's violation of any applicable laws, rules, regulations or ordinances governing disposal of waste.

9. Unless otherwise agreed upon in writing, payment is due from Customer to DL Supply upon booking the delivery of the container.

10. Any container which is loaded with hazardous materials, tires, dirt, bricks, asphalt, concrete or heavy materials will be dumped and reloaded at the Customer's expense. We are not responsible for reloading containers.

11. It is the Customer's sole responsibility to maintain accessibility of the container at the time of delivery and pick-up. If said container is inaccessible, a return fee of \$150 will be charged.

12. Unacceptable materials: tires, televisions, all paint products, all chemicals & liquids, oil, hazardous materials, and household food waste. If unacceptable materials are found in dumpster, they will be billed at minimum \$100 plus additional disposal costs. Mattresses are an additional \$35 disposal charge per mattress.

13. We do not deliver dumpsters on a "timed" schedule, as our delivery and pickup schedule varies as the day progresses. For example, we cannot deliver a dumpster at "9am", we can only try to adhere to that request but it may be dropped earlier or later depending on the day's schedule. Dumpsters can be delivered and picked up between 7am and 5pm. Our drivers will attempt to make a courtesy call when they are on their way to give you a heads up.

14. Unless agreed upon in writing in advance, all dumpster rentals include 5 days of rent starting the day it is dropped off. Additional days of rent are \$75 for each day and must be pre-paid. If you wish to keep the dumpster longer and agree to the additional charges, you must notify us by phone at 330-956-4017 at least 48 hours before your dumpster is scheduled to be picked up.

15. Payment for service & utilization of the service implies knowledge of and acceptance of this agreement.

**Customer Agreement**

By signing the form below you agree to the terms & conditions of our service

\_\_\_\_\_

Customer Name (Print)

\_\_\_\_\_

Date

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date