Hughes Haulage Container Rental Service Agreement

Customers approval to and acceptance of all terms and conditions set forth herein in any related rental document, including, but not limited to any quotation, proposal, acknowledgement and/or invoice.

The terms and conditions stated herein apply to and govern all rental documents, including any agreement, order and/or rental that may result here from, and these terms and conditions, along with any Rental Documents, constitute the entire agreement between Hughes Haulage and the Customer.

All dumpster rentals are for 7 days

Rent will be charged on the 8th day (\$25.00 per day) - No exceptions.

Please Note Hughes Haulage has the right to deny container rental extensions.

This may be due to high volume, issues with payment, and/or any other unforeseen reason that is not needed to be provided to the client.

The client MUST turn the equipment back to Hughes Haulage, after the dumpster rental extension is denied.

Please call or text (845) 546-0604 when you are ready for removal.

If you would like the dumpster removed sooner than the 8th day please let us know and we will make every effort possible to do so.

The dumpster must be paid for in full upon Delivery.

A Credit Card must be supplied to Hughes Haulage at the time of ordering the Container. The Credit Card will be kept on file for the term of the dumpster rental. The customer authorizes Hughes Haulage to charge the credit card in the event of additional charges.

Placement of the dumpster-Dumpster placement is at the discretion of Hughes Haulage. Hughes Haulage will try to accommodate every placement request made by the customers but we reserve the right to deny such requests due to safety concerns. For ourselves, you and your property, and **/**or our equipment.

The dumpster must be left accessible to Hughes Haulage AT ALL TIMES.

DO NOT block the dumpster with any obstruction that will prevent our trucks from removing the dumpster.

In the event our truck cannot pick up the dumpster due to any obstruction, the customer will be charged a \$200 + sales tax **Trip Charge/ Convenience Fee.**

If the customer requests that Hughes Haulage pick-up and move the dumpster elsewhere, after delivery was already made this will also result in a \$200 + sales tax **TRIP CHARGE/ Convenience Fee**

Customer acknowledges and understands HUGHES HAULAGE is authorized and entitled to charge a Customer's credit card the amount of any such trip charge/inconvenience fee if they arise.

Hughes Haulage accepts all major credit cards, Cash, Check and ACH payments. Please note: **Pay Cash and Save!** All credit-card transactions have a 3% convenience fee.

Each Container has a weight limit that is included in the price of your rental. (For your reference 1 ton = 2,000 pounds.)

We have special pricing for our residential homeowner clients, and our commercial contractors who usually require bigger containers with more weight. Please call (845)546-0604 to find the most economical solution for your needs.

In the event Hughes Haulage's container is damaged during the customer's rental period the customer will be charged for repairs and or replacement of the container, at full face value. In the event Hughes Haulage's Dumpster is stolen, the property owner and/or their insurance company will be held liable to replace the equipment at full face value. (Approx. \$7,000.00 USD value)

Hughes Haulage can't predict the weight of the container when it is full.

If the weight in your container is more than what was included in your rental we will charge you the overage, at whatever the market rate is at the time of dumping. This is billed per ton and prorated. This charge will be charged to the credit card given at the time of the order. **NO EXCEPTIONS**

We **DO NOT** accept Hazardous Waste. This includes, but not limited to flammable liquids, oil, gas, and batteries.

Containers should be moved by **OUR PERSONNEL ONLY.** Do not attempt to move the container yourself.

DO NOT overload the dumpster, please keep at water-level.

DO NOT machine load the container, **UNLESS** prior arrangement was made with the owner.

Dirt & Concrete - CANNOT go into our 30 & 40 Yard Containers. Please speak with Hughes Haulage prior to loading.

Limitation of Liability and Disclaimer: In the event of cross negligence or intentional misconduct of Hughes Haulage, Customer hereby waives any and all claims and losses against Hughes Haulage relating to or arising from customer's rental of the Equipment and/or Hughes Haulage performance. This includes but is not limited to any damage to customer's property, pavement, curbing, driveways, walkways, landscaping, lawn, wells, irrigation systems, septic systems, hanging wires, and/or underground utilities related to or arising from the storage or transport of the equipment in or on customer's property, including, without limitation, any damage to customer's property from leaks or stains relating to customer's use of the rental equipment. The rental equipment shall be provided on an "as-is" basis, and Hughes Haulage makes no warranties to Customer.