



**Getting Trashed Dumpster Rentals & Excavation, LLC**  
**65 Forge Rd.**  
**Assonet, MA 02702**  
**(774) 271-2792**

***Dumpster Rental Agreement (Contractors)***

- 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 trailer to the Customer, the container trailer 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 trailer until the container is picked up by Getting Trashed Dumpster Rentals & Excavation, LLC.
- 3) Customer shall defend, hold harmless and indemnify Getting Trashed Dumpster Rentals & Excavation, LLC, its officers, owners, 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 trailer while the container trailer 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 Getting Trashed Dumpster Rentals & Excavation, LLC.
- 4) All container trailers furnished by Getting Trashed Dumpster Rentals & Excavation, LLC shall remain the property of Getting Trashed Dumpster Rentals & Excavation, LLC 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 Getting Trashed Dumpster Rentals & Excavation, LLC, Customer is responsible for such penalty or fine upon demand by Getting Trashed Dumpster Rentals & Excavation, LLC.
- 6) The material to be collected and disposed of by Getting Trashed Dumpster Rentals & Excavation, LLC, pursuant to this Agreement, is solid waste generated by Customer excluding hazardous materials or materials that require a hazardous or toxic license or permit to transport. Hazardous Materials shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local, state or federal government. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls ("PCBs") and petroleum. Title to and liability for any waste excluded above shall resign with Customer and Customer expressly agrees to defend, indemnify and hold harmless Getting Trashed Dumpster Rentals & Excavation, LLC from and against any and all damages, penalties, fines and legalities resulting from and arising out of such waste excluded above.
- 7) 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. Getting Trashed Dumpster Rentals & Excavation, LLC, its officers, owner, and employees specifically disclaims, and shall not be liable for, any property damage arising from or relating to the placement of the container.
- 8) Customer shall abide by all applicable laws, rules, regulations and ordinances governing placement of the container. Customer shall defend, hold harmless and indemnify Getting Trashed Dumpster Rentals & Excavation, LLC, its officers, owners, 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 placement of container.

- 9) Customer shall abide by all applicable laws, rules, regulations and ordinances governing disposal of waste. Customer shall defend, hold harmless and indemnify Getting Trashed Dumpster Rentals & Excavation, LLC, its officers, owners, 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.
- 10) Unless otherwise agreed upon in writing, payment is due from Customer to Getting Trashed Dumpster Rentals & Excavation, LLC upon delivery of container.
- 11) If any action is brought by either party to enforce the terms of this contract or for the breach of this contract, the parties agree that the non-prevailing party shall pay the substantially prevailing party reasonable attorney fees, cost and disbursements incurred by the substantially prevailing party.
- 12) 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 loading containers.
- 13) It is the Customer's sole responsibility to maintain accessibility of the container at the time of pick-up. If said container is inaccessible, a \$50.00 return pick-up fee will be charged.
- 14) All overage fees, pick-up fees and additional specialty item fees, if applicable, will be charged to Customer Credit Card on file within 72 hours of disposal. By signing below, Customer agrees to charges and payment.

### **PRICE LIST**

Description	Price
<b>Trailer Dumpster Rentals</b>	
15 cubic yards or 4,000 lbs	\$ 645 (includes 5 day rental)
Additional day	\$ 25 per ea. additional day
Weight overage charge	\$ 170 per ton over 4,000lbs
Additional Dump Run	\$ 125 per additional run
<b>Specialty Items - Disposal/Recycling fees*</b>	
Major Appliances (including A/C & dehumidifiers)	\$ 55 per item (doors must be removed)
Mattresses/Box Springs	\$ 55 per each item
Tires	\$ 35 per each tire
Automobile Batteries	\$ 25 per battery
TV's/Monitors/Computer equipment	\$ 50 per each item
<i>* Please load all specialty/recycle items last into dumpster.</i>	

#### **HAZARDOUS WASTE DISPOSAL / RESTRICTED ITEMS**

*Asbestos, gasoline, pesticides, motor oil and other automotive fluids, propane tanks, household cleaners, ink and resins, contaminated soil or absorbents, roofing shingles, tiles, cinder blocks, stone, bricks, sealed tanks, adhesives, paints and medical waste will not accepted by Getting Trashed Dumpster Rentals & Excavation, LLC and are restricted in any dumpster. Maximum weight allowed 6,000 lbs. 1 \*Yard waste must be in separate dumpster*

By signing below, you agree to the above terms and conditions of this agreement in their entirety.

\_\_\_\_\_  
Customer Name (please print)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date