Cutterz Lawn and Landscape

1181 N. CR 900 E.

Avon, In. 46123

317-506-5119

Cutterzlc@aol.com

Dumpster Rental Contract

Terms & Conditions:

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree to the following terms and conditions for rental of described services.

**Pricing & Payments:**

1. Customer agrees to pay $\_\_\_\_\_\_for the \_\_\_\_\_yd. container which includes up to \_\_\_\_\_ tons of materials as well as any overages incurred due to overloading or additional days requested by the customer. The containers include up to \_\_\_\_\_ tons, however due to strict weight limitations and associated dump fees any additional materials will be billed at $\_\_\_\_\_ per ton above \_\_\_\_ tons.
2. Customers is responsible for any additional fees assessed by the landfill for certain items such as tires appliances, etc.
3. The Container rental includes use for up to \_\_\_\_\_ days. If the container is kept longer than \_\_\_\_\_ days there will be an additional fee of $5.00 a day.
4. Payment for all base fees as well as any known additional rental time will be due upon delivery of the container. Any additional fees due to overweight or other fees not paid upon delivery are due within 14 days of container pick up.
5. Any unpaid balance after 14 days will start to accrue 15% interest from the date of container pick up until paid in full. There will be **a minimum of a $25 late fee**.
6. If paying by check and the check is returned for insufficient funds from the banking institution the customer is responsible for any returned check fee.

**Dumpster Use:**

1. While refuse dumpsters are in your possession, you will NOT place or allow to be placed into the dumpster:
* Substances Hazardous to health such as **toxic or corrosive materials** or **liquid**.
* **Liquids of any kind** weather contained or not.
* Cans, drums or other containers of any kind unless emptied, crushed, and incapable of carrying any liquid.
* **Medical waste or animal carcasses of any kind.**
* Any material not listed above however considered unsuitable for containment, example.. malodorous waste, asbestos, paint, tires, gas bottle, fluorescent tubes, light bulbs, vehicle batteries, household appliances such as but not limited to refrigerators, conventional ovens, microwave ovens, washer, and dryers.
* **Extremely heavy materials such as rock, dirt, or concrete.** Please let us know and we can help you dispose of such heavy items in a more efficient manner.
1. All refuse shall remain within the confines of the dumpster and shall not exceed the top or sides. Every attempt shall be taken to equally disperse the weight of the refuse within the dumpster.
2. Customer is liable for any loss or damage to rented equipment in excess of reasonable wear and tear.

**Access and Ground Conditions:**

1. The customer will be responsible for the provision of free and suitable access to and from the delivery site. (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for delivery, placement and removal of the dumpster. No responsibility will be accepted for the damage to any surface and you should therefore take steps to protect surface. (paving slabs, soft ground before delivery.)
2. Should the container cause damage to concrete or asphalt during loading or unloading, Cutterz is only responsible if this is due to our negligence. We have specifically identified that heavy containers may cause damage and that the placement of these heavy containers should be on a hard surface.
3. Should the customer fail to return the container, Cutterz maintains the right to enter upon the premises where the container may be without notice and take possession of and remove it at the customers expense all without legal process, the customer hereby waving any claims for damages from any such entry or removal.

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agree to all the above Terms and Conditions.

Customers Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cutterz Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_