



Dumpster Rental Agreement

This Dumpster Rental Agreement is made between Texas 1st Choice Dumpster Rental, having its principal place of business at Georgetown, Tx and (name)_____ representing the property at (address)_____. Company and Customer also may be individually referred to as “Party”, and collectively as “Parties.” Agreement is active for future rentals at addition properties between Texas 1st Choice Dumpster Rental and Customer Signee/Payee.

1. Equipment Rental.

(a) Customer certifies that he or she is either the property owner, has power of attorney for the property owner, or is the licensed contractor/broker for the property. Customer may not sublet the dumpster for any reason.

(b) Price. Customer agrees to rent a dumpster from Company according to the price and fees set below and INCLUDES ONE dump fee. The rental period begins the day the dumpster is dropped off, unless otherwise granted by Company.

(c) Weight Limit. 2 tons are included in the initial cost of the dumpster rental. Each ton over 2 tons will be assessed additional fees of \$95 dollars per ton prorated to weight.

(Example: a 4-ton load would incur an additional \$150 charge). The customer agrees to restrict tonnage to 4 tons for all our dumpsters. If customer exceeds the 4 ton limit an additional fee of \$100 per ton (Example: 5 ton load would pay an additional \$150 overage charge up to 4-tons + \$100 overlimit charge = \$250 additional charge).

(d) Placement of Dumpster. 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. Company shall not be responsible for any damage to pavement or any other road surface material, lawns, fences, shrubbery, septic system, private well, or any other form of property damage.

(e) Company Accessibility. Customer agrees to provide unobstructed access to the dumpster on the day it is to be picked up. If the dumpster is inaccessible, Customer shall be charged for additional rental time/ dry run at the rate of \$100 per day.

2. Content Regulations.

(a) Customer is fully responsible for the entire contents of the container and is the rightful owner of the container's contents until the container is dumped and the contents accepted by the prospective disposal facility.

(b) Hazardous and Unacceptable Material Prohibited. Customer warrants and represents that the dumpster will not contain any hazardous materials and acknowledges that the disposal of such hazardous materials is strictly prohibited. For purposes of this Agreement, "hazardous materials shall mean any waste which is listed, has the characteristics of, or is otherwise identified as hazardous waste or subject waste under applicable state or federal laws or regulations, including but not limited to the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder). "Unacceptable material" shall mean any non-hazardous waste which is not permitted to be processed at a facility under applicable laws or permits, source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 and the regulations thereunder; asbestos-containing waste; mercury-containing waste; and any waste delivered by Customer which is not approved by Company. If Customer has any questions about whether a particular material is considered hazardous, please call the Company before disposing of the material in the dumpster.

(c) Required for Pickup. 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.

Overfilled or unprepared containers will be brought into compliance at customer's expense. It is the driver's option to unload the overage or the load may be left and a return trip fee of \$100 dollars will be charged. If the driver elects to unload a fee of \$100 dollars initial fee + \$100 per hour will be charged.

Trailers or dumpsters must NOT be moved by the customer at no point and time before, during or after the rental. If a trailer or dumpster is needed to be moved, Customer must call Texas 1st Choice Dumpster rental at 512-761-6682 and a dry run will be charged \$100.

Initial Rental Fee includes ONE 2 ton dump fee. If multiple dump loads are needed, Customer must call Company for a additional dump load fee of at rate listed on receipt.

(d) Consequences of Violating Regulations. In the event that contents that are not allowed by this contract or any Federal, State, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense.

3. Permits, Approval, and Fees. Customer shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction therewith.

4. Indemnification. Customer agrees to indemnify and hold harmless Company from, against and in respect to any and all claims, losses, expenses, damages, obligations and liabilities (including costs of collection and reasonable attorney's fees) of any kind or nature whatsoever, including any misrepresentation, breach of warranty, or non-fulfillment of any representation, warranty, covenant or agreement of or by Customer in this Agreement. This provision shall survive the termination of this Agreement.

5. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understanding, oral or written, between the Parties with respect to the subject matter hereof. No representation, inducement,

promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either Party hereto.

6. Amendment. This Agreement may be modified only by an agreement in writing signed by the Parties hereto.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to the conflicts of law rules of such state.

8. Severability. Customer agrees that each provision contained in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions or parts thereof contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or parts or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the then applicable law.

9. Waiver. A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

10. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient only if in writing and if sent by United States mail, certified, return receipt requested, postage prepaid, to the Parties at the addresses set forth in the first paragraph of this Agreement.

11. Items Not Allowed without approval:

- Dirt, Rock, Concrete, Brick, Asphalt, Shingles are not allowed unless prior approval with signed agreement to stay within weight limits. Overloads will require the renter to unload and pay a \$100 return trip fee. All these items should not exceed 14 inches from the bottom of container. (see c: Weight Limits)

- Items accepted with an additional fee per item found in container: Tires, Appliances, computers, Tv's and Mattresses will be assessed \$20 per item
- Items NEVER Allowed: Hazardous Waste, Chemicals, Paint, Oils, Fuel, Pesticides, Herbicides, Asbestos, Medical Waste and nothing containing freon. Rail road ties over 2ft blocks. If any of these its are found in a container a \$250 fee will be assessed. Additional fees may be assessed depending on the disposal amount.
- Electronic waste: Electronic devices such as televisions, computers, and cell phones are not allowed in dumpsters due to regulations regarding the disposal of these items.
- Medical waste: Items such as sharps, needles, or medical equipment are not allowed in dumpsters and must be properly disposed of by a medical waste service.
- Asbestos: Asbestos is a hazardous material and must be disposed of by a licensed asbestos abatement contractor.
- Fireworks: Fireworks and explosive materials are not allowed in dumpsters
- Propane tanks: Propane tanks and other pressurized tanks are not allowed in dumpsters
- Paints, stains, and other chemicals: These materials are considered hazardous and cannot be placed in a dumpster
- Tires: Tires are not allowed in dumpsters and must be disposed of at a tire recycling facility.

12. Dumpster Pickup - Containers will not always be picked up automatically. Customers must call and request a pick-up time unless agreed up in writing prior to drop off.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date signed and dated.

COMPANY:

Alexander Lopez - Texas 1st Choice Dumpster Rental

Customer Signature and Date:
