

Texas 1st Choice Dumpster Rental Agreement

This Dumpster Rental Agreement is made between Texas 1st Choice Dumpster Rental, having its principal place of business in Georgetown, TX, and the individual or entity who either submits payment for the rental invoice or signs this Agreement (hereafter referred to as the 'Customer'). By submitting payment or signing this Agreement, the Customer agrees to be legally bound by all terms and conditions contained herein.

1. EQUIPMENT RENTAL

(a) Customer certifies that they are either the property owner, have power of attorney for the property owner, or are a licensed contractor/broker. Customer may not sublet or move the dumpster without written permission.

(b) Price. Customer agrees to rent the dumpster according to the price and fees on the invoice. Rental starts on delivery date unless otherwise agreed in writing.

(c) Weight Limit and Overage Charges:

- Includes 1, 2, or 2.5 tons per invoice.
- \$100 per ton overage, prorated.
- 4-ton maximum limit. \$150 surcharge if exceeded.
- Example: 1-ton rental, final weight 1.6 tons = \$60 charge.
- Example: 2-ton dumpster weighing 5 tons = \$300 (3 tons) + \$150 = \$450.

(d) Placement. Customer ensures surface is suitable. Company is not liable for damage to surfaces, lawns, utilities, wells, etc.

(e) Accessibility. Customer must provide access. \$100 dry run/day for failed access or extensions.

2. CONTENT REGULATIONS

(a) Customer owns all contents until accepted by disposal facility. Responsible for all costs associated with contents.

(b) Prohibited Items:

- Hazardous waste, paint, fuel, oils, chemicals, pesticides, asbestos, medical waste, pressurized tanks, electronics, freon appliances, explosives, railroad ties over 2ft.
- Fines: \$250 or more. Materials may be returned at Customer's expense.

(c) Pickup Requirements:

- Dumpster must be level-filled, doors closed with at least 1 locking pin. Overfilled or overweight dumpsters incur \$100 dry run fees.
- Do not move dumpster. Unauthorized relocation incurs \$100+ fee.
- Additional dumps must be scheduled and paid as listed on invoice.

(d) Violation Consequences: Customer pays all fines, legal fees, cleanup, or penalties related to improper disposal. Contents may be returned.

3. PERMITS

Customer is responsible for obtaining all necessary permits and paying associated fees. Lack of compliance may lead to denied service or fines.

4. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Texas 1st Choice Dumpster Rental from all liabilities, damages, claims, or legal fees resulting from use, placement, or contents of the dumpster.

5. ENTIRE AGREEMENT

This Agreement supersedes all previous oral and written agreements. No verbal promises or representations not written here are enforceable.

6. AMENDMENT

Changes to this Agreement are only valid if made in writing and signed by both parties.

7. GOVERNING LAW

This Agreement is governed by the laws of the State of Oklahoma.

8. SEVERABILITY

If any part of this Agreement is deemed unenforceable, the rest remains valid and in effect.

9. WAIVER

Waiving any breach of this Agreement does not waive future breaches of the same or other provisions.

10. NOTICE

All legal notices must be in writing and delivered via certified mail to the parties' listed addresses.

11. ITEMS NOT ALLOWED WITHOUT PRIOR APPROVAL

- Dirt, rock, concrete, brick, asphalt, and shingles require written approval and must not exceed 14 inches deep in the container.
- Additional \$25/item: Tires, appliances, TVs, computers, mattresses.
- Never Allowed: Hazardous waste, freon, fuel, paints, medical waste, explosives, asbestos, railroad ties >2ft.

12. DUMPSTER PICKUP

Customer must call to request pickup unless agreed otherwise in writing. Pickup is not automatic.

13. LATE PAYMENT POLICY

- \$10 per day late fee applies after due date.
- 10% penalty on total late fees after 15 days.
- Penalties compound monthly.

14. DRIVEWAY PROTECTION

Customer must use plywood or protection under dumpster. Company is not responsible for surface damage.

15. FORCE MAJEURE

Company is not liable for delays caused by weather, disasters, strikes, or governmental restrictions.

16. CANCELLATIONS AND RESCHEDULING

24-hour notice required. \$100 fee for cancellations or no-shows without proper notice.

17. MISUSE OF EQUIPMENT

Dumpsters must not be moved, overfilled, or used for prohibited purposes. Violations may void agreement and incur charges.

18. DOCUMENTATION

Company may take timestamped photographs of dumpster placement and contents for liability purposes.

19. GOVERNMENT FINES AND PERMITS

Customer is responsible for paying all fines or penalties from city, county, or state authorities related to permits or contents.

SIGNATURE

Customer Signature and Date: _____