

H J Services

P O Box 364

Tomball, TX 77377

Phone **281-830-1127**

Fax 281-290-9644

hjservices@sbcglobal.net

Dumpster Rental Contact

Box # _____

11 YD / 15 YD / 18 YD/ TR

Rate _____

Delivered _____

Pick Up _____

Billed _____

Customer _____

Delivery Address _____

Phone _____

EMAIL _____

Notes & Special Instructions: _____

Credit Card Payment Authorization

Email: _____ Fax# _____

Card Holder Name: _____

Billing Address: _____

Phone Number: _____

Credit Card# _____

Expiration Date: _____ Security# _____

By signing this form you are...

- Authorizing H J Services to charge your debit/credit card for charges as needed, including Deposit amount, Rental Balance Due, overweight, non-allowed items and damage charges.
- Agree to the rental agreement terms and understand all terms listed there-in.

Signature: _____

Date: _____

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This **Dumpster Rental Agreement** ("Agreement") is made as of date listed by and between **H J Services** (hereinafter called "Company") and Customer. Company and Customer also may be individually referred to herein as "Party," and collectively referred to herein as the "Parties."

1. Equipment Rental.

(a) Customer agrees to rent a dumpster from Company according to the price list set forth on **Schedule A**. Price quotes listed on Schedule A are the cost of renting a dumpster for the initial rental period listed on Schedule A. The initial rental period begins on the first day after the delivery of the dumpster to Customer. 24 hour notice required for delivery and pick up.

(b) Customer agrees to provide a **\$50 non-refundable deposit** by debit/credit card to secure the rental of the dumpster and be placed on our schedule. Said card will be kept on file for the length of the rental and may be charged for balance of rental, overweight, non-allowed items and damage charges.

(c) Payment for all base fees as well as known additional rental time or special handling items will be due at time of delivery. Any additional fees due to overweight or other fees will be due as soon as notified.

(d) Tonnage Limit. Customer agrees to abide by the tonnage limits set forth in Schedule A. If the Customer exceeds the relevant weight limit, Customer hereby agrees to pay an additional fee of **\$65.00 per 1,000 lbs.** for each in excess of the limit for that dumpster. *please let us know if you have **extremely heavy items** such as concrete, rock or dirt. We may have a more efficient means of disposal.

(e) Location of Dumpster; Dumpster Pick-Up. Please ensure the location you choose will be acceptable for the length of your project.

(i) Customer warrants and represents that any location provided by Customer for the dumpster is sufficient to bear the weight of the dumpster and any vehicle required to transport the dumpster. Adequate space will be made available to unload and load dumpster. Company shall not be responsible for any damage to pavement or any other road surface material, lawns, fences, shrubbery, irrigation system, septic system or private wells.

(ii) All contents (with exception of sorted special handling items) will remain within the confines of the dumpster and shall not exceed the top or sides. Every attempt will be taken to equally disburse the weight of the contents of the dumpster.

(iii) On the day that the dumpster is scheduled to be delivered and picked up by Company, Customer agrees to provide unobstructed access to the dumpster. If the dumpster is inaccessible, Customer shall be charged **\$50**.

(f) Customer is responsible for the condition of the dumpster while in your possession and will be responsible for any damage other than normal wear and tear. Do not ignite or burn contents of dumpster. Do not use equipment to compact or push contents of dumpster. Do not attempt to move dumpster.

2. Disposal of Hazardous Materials and Unacceptable Material Prohibited. Charges will be applied depending on the amount the landfill charges us. **Customer warrants and represents that the dumpster will not contain any hazardous or non-allowed materials and acknowledges that the disposal of such materials is strictly prohibited.** Household garbage, Animal carcasses, Friable regulated asbestos containing material (RACM), Non-friable non-regulated asbestos containing material from commercial haulers, Liquid waste and waste found to contain free liquids as determined by the "paint filter test" required by TCEQ, Lead acid batteries, Fluorescent light ballasts, capacitors, and mercury vapor lamps, Compressed gas containers which have not been punctured, Barrels over 5 gallons which have not had the top removed, Hazardous waste as listed in 40 CFR 261 (federal legislation), Characteristic hazardous waste as determined by EPA tests which determine ignitability, corrosivity, reactivity, or toxicity, Non-household size chemical containers that have

not been triple-rinsed, Class I industrial waste, Medical waste that is not properly treated, prepared, and handled according to Subchapter Y of the Texas Municipal Solid Waste Code which covers medical waste management (30 TAC dd 330.1001-330.1009). Computer monitors, printers and CPU's from commercial haulers. 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.

3. Permits, Approvals 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. 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.

Schedule A

Price Quotes for Dumpster Rentals *prices subject to change

<u>Dumpster Size</u>	<u>Rental Costs</u>	<u>Rental Period</u>	<u>Add Period Cost</u>	<u>Weight Overage Charges</u>
11 Yard *4,000 lbs limit	\$450.00	10 business days	\$10 per day	\$65 per 1,000 lbs.
11 Yard Roofing *4,000 lbs limit	\$475.00	5 business days	\$10 per day	\$65 per 1,000 lbs.
15 yard *5,000 lbs limit	\$475.00	10 business days	\$10 per day	\$65 per 1,000 lbs.
18 yard *6,000 lbs limit	\$500.00	10 business days	\$10 per day	\$65 per 1,000 lbs.

11 Yard extremely heavy loads – rates to be negotiated and documented.

Gooseneck Dump Trailer available for immediate loading of debris or heavy weight items - rates to be negotiated and documented.

Disposal Fees for Special Handling Items

Appliances - \$10 each (must be sorted to the back doors of the dumpster)

Tires - per tire. Up to 19.5 - \$5, 19.5 to 24.5 - \$10, Larger than 24.5 - \$50 (must be sorted to the back doors of the dumpster)

Paint - \$5 per gallon or partial gallon (must be in sealed container outside of dumpster)

Used oil and filters - \$5 per gallon or partial gallon (must be in sealed container outside of dumpster)