

Tom's Tubs/Tubby's Tubs Dumpster Rental Agreement

Payments and Fees: I agree to make my payment on the dates agreed to between Tom's Tubs/Tubby's Tubs, LLC and myself, the user and/or representative of the user, of the roll-off dumpster. I understand that this agreement will apply to all past rentals regardless of the age of the dumpster rental. I understand that this agreement applies to all future rentals regardless of whether or not I sign the future agreements, and I agree to the rental terms as listed at the time of all future rentals. I understand that Tom's may need to change its terms to comply with applicable laws and regulations, as well as the terms of the companies that empty the dumpsters for disposal. I understand that delinquent balances may be turned over to a collection agency, attorney, or other collection service. I also understand that any fees incurred from the use of a collection agency, attorney, or other service used to assist in the collection of any delinquent balances will be added to the outstanding balance of my (the user's) bill. I also agree to pay all outstanding balances from previous dumpster rentals, including interest, rebilling fees, and all other costs associated with the collection process of previous invoices, regardless of the age of the invoice. Rentals within 20 miles/minutes of our tubyard are: 10-yard with 1 ton of disposal for \$315.00, 15-yard with 2 tons of disposal for \$365.00, 20-yard with 3 tons of disposal \$415, and 30-yard with 4 tons of disposal for \$550.00. Other fees include 3% monthly interest after 15 days and a \$25.00 monthly rebilling charge. \$40/day, \$280/week for dumpsters kept past the 7-day rental. \$75/ton for overweight dumpsters up to 7 total net tons, with a \$110/ton charge for dumpsters over 7 total net tons. If we cannot pick up the tub, it is too heavy! \$100 for overloaded dumpsters plus the cost of a second dumpster if needed, with maximum capacity being level full and no more than 9 tons in weight. \$100/restricted item if found buried or hidden in the dumpster. I understand that it is my responsibility to ask what cannot be placed in the dumpster. I understand that I am responsible for the cost of towing if the truck or equipment gets stuck while delivering or retrieving the dumpster. I understand that I am responsible for repairs or replacement costs if the dumpster is damaged, burned, or stolen while I am using the dumpster. I understand that I am responsible for all restricted items in the dumpster, even if I did not put the items in the dumpster. I understand that the dumpster rental is for 1 week and that the dumpster should be removed within 3 business days of that, but it may sometimes sit longer due to human error, acts of nature, and/or mechanical failure. I understand that a fuel surcharge will be added for all miles over 20 miles from the East Peoria business location. Tom's reserves the right to reject any tub overloaded, loaded improperly, or loaded with materials considered hazardous and is allowed to add \$100.00 per trip plus fuel surcharges to the balance due where applicable. Tom's reserves the right to file a lien against the property where the dumpster is being used for unpaid balances on the bill at the user's expense. Tom's reserves the right to return/reject all of the items placed in the dumpster if found to contain restricted items or due to lack of payment. No refunds on the price of the dumpster will be given. Material will be returned to the location of the dumpster rental. Tom's reserves the right to leave the dumpster at the user's location until payment is made, allowing for the accrual of daily fees to be added to the user's invoice. Tom's is not responsible for ANY damages to driveways, yards, property, or buildings if damaged while delivering or retrieving the dumpster or damage from the dumpster sitting for extended periods. I permit Tom's Tubs/Tubby's Tubs, LLC to keep my credit card on file and to run my credit card more than one time, if necessary, to cover any extra fees after the initial cost of the dumpster and/or if I am using more than one dumpster. For a list of restricted items: Go to www.tomstubs.com or find us on GOOGLE for a more complete list of restricted items. Examples are: tires, asbestos, electronics, appliances, car batteries, compressed tanks, ammunition, oil, hazardous materials, automotive parts, and yard waste. If the restricted items are found buried or hidden in the dumpster while dumping at the Landfill or Transfer Station, \$100/item will be added to your bill. Tom's will accept most of the restricted items for an additional \$50/item fee, but I must tell the dispatcher when I rent the dumpster, and all items must be on top of the load and easily removed before the dumpster is unloaded at the Landfill or Transfer Station. I understand that I am responsible for the contents of the dumpster from the time the dumpster is delivered until the dumpster is unloaded and not rejected at the Landfill or Transfer Station.