

# WASTE QUEENS DUMPSTER RENTAL AGREEMENT

This agreement is entered into between

**Waste Queens Dumpster Rentals (COMPANY)**

AND

**Name:** \_\_\_\_\_ (CUSTOMER)

**Delivery Address:** \_\_\_\_\_ (JOB SITE)

**Primary Phone Number:** \_\_\_\_\_

**Secondary Phone:** \_\_\_\_\_ **Belonging to:** \_\_\_\_\_

**Customer Email Address:** \_\_\_\_\_

## TERMS AND CONDITIONS OF LEASE

*Waste Queens Dumpster Rentals* will provide dumpster disposal service using our roll-off containers. The base rental price includes (1) delivery, (1) pick up and (1) disposal. Cancellation of booking is required no less than 1 business day before delivery to avoid cancellation fee. Included delivery is up to a 20-mile radius from *Waste Queens Dumpster Rentals*. Any delivery beyond this radius will include a fuel surcharge. Customers are responsible for the total weight of the contents of their dumpster(s). All Customers are responsible for ensuring their dumpster(s) are not overloaded. Filling a dumpster above the top rail will result in an unloading fee, a hand tarping fee, or refusal of pickup (dry run) at the discretion of *Waste Queens Dumpster Rentals*. 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 the Customer's expense as priced below. Customers shall inspect the dumpster upon delivery for any existing damage. Upon removal of the dumpster, *Waste Queens Dumpster Rentals* shall be entitled to charge the Customer for the cleaning, repair, or replacement costs attributable to any damage to the dumpster while in the Customer's possession. The Customer shall be liable for any repair or replacement costs up to the current market price plus a reasonable markup. Upon removal, the Customer authorizes *Waste Queens Dumpster Rentals* to collect any additional fees, including but not limited to, weight overage fees, additional rental day fees, repair or replacement fees, etc. by processing the credit card on file.

The weight allowance for our dumpsters is 2 tons (4,000 pounds). Exceeding stated weight allowance will result in an additional charge. In no event will the customer load more than 4 tons (8,000 pounds) in the dumpster. Any weight above the max tonnage allowed will result in refusal of service, will require off-loading, and will result in a dry run charge or a wait fee at the discretion of *Waste Queens Dumpster Rentals*. Federal, state and local laws govern the transportation and gross vehicle weight of over-the-road vehicles. Debris may be loaded only to the top rail of the dumpster. The Customer agrees to provide unobstructed access to the equipment on the scheduled pick-up day. If the equipment is inaccessible so that the scheduled pick up cannot be made, Company will notify the Customer and afford the Customer an opportunity to provide the required access. If access to dumpster is not established within a reasonable amount of time, a dry run charge or a wait

fee will be charged at the discretion of *Waste Queens Dumpster Rentals*. Loading of restricted and/or hazardous materials will result in refusal of service, will require off-loading, and will result in a dry run charge or a fee for unloading and proper disposal of the item at the discretion of *Waste Queens Dumpster Rentals*. There will be no refunds or discounts associated with unused rental days if pickup is requested earlier than designated lease end date. The dumpster(s) provided by Waste Queens Dumpster Rentals will remain the property of Company; however, the Customer acknowledges that they have care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except normal wear and tear) as well as for its content until retrieved by *Waste Queens Dumpster Rentals*.

*Waste Queens Dumpster Rentals* shall have the right from time to time during reasonable business hours to enter the Jobsite for the purpose of confirming the existence, condition and the proper maintenance of the rented equipment.

In the event of the Customer's violation and/or breach of the terms of the Rental Agreement (including these Terms and Conditions), Company may, within Company's sole discretion and without prior notice to Customer and without any liability to Customer, pick-up the rented Equipment.

### **ADDITIONAL FEES**

**NOTE: All of these fees can be avoided by ensuring proper loading and care is taken with the dumpster and by honoring other terms of the contract.**

**A card must be on file before rental can commence in order to account for any additional fees the client may incur. Waste Queen Dumpster Rentals will contact the client and explain any additional fees as well as give the opportunity to pay with a different method before charging the card on file.**

- Dry Run = \$175 plus tax
- Cancellation (within 1 business day) = \$30 plus tax
- Fuel Surcharge (delivery and pickup beyond 20 miles) = varies with location.
- Additional Tons = \$45 plus tax
- Additional Rental Days = \$25 plus tax
- Onsite Pickup Rescheduling = \$100 plus fuel cost if outside of radius
- Unloading Overfilled Dumpster = \$2 plus tax per minute (\$25 minimum)
- Hand Tarping of Over Filled Dumpster = \$50
- Dumpster Cleaning/Repair/Replacement = 3rd party cost plus reasonable markup
- Sorting/Removal of Prohibited Items = \$100 plus tax plus disposal fee per item
- Relocation Fee = \$175 plus fuel cost if outside of radius
- Unauthorized Movement of Dumpster = \$200 plus tax
- Wait Time (over 20 minutes) = \$2 plus tax per minute
- Late Invoice (30 days past due) = 5% of invoice total

## **DRY RUN FEES**

*Waste Queens Dumpster Rentals* charges a fee for unsuccessful container pick-up or drop-off attempts. When this happens, it is called a “dry run”. Valid reasons for us to charge a dry run fee include but are not limited to: overloaded containers, low laying power lines or tree branches, cars or any items or materials blocking access to pick up or drop off a container, door open on a container, material heaped up or hanging over the sides of the container, containers that are too heavy to be removed, locked gates or fences, inaccessible driveways or parking lots for any reason (s) out of our control. This fee covers drivers pay, fuel, and time.

## **CANCELLATIONS**

Cancellations attempted after 5:00PM on weekdays, during weekends, and major holidays are not recognized until the next BUSINESS DAY. Cancellations confirmed within (1) business day of the scheduled delivery date or less will result in a fee of \$50. Cancellations made after the equipment has been dispatched from facility will result in additional fees, including, but not limited to: trip cost, fuel fees, tolls and any other costs incurred by Company as a result of the disruption.

## **ACCEPTABLE WASTE MATERIAL**

Acceptable waste materials include non-hazardous solid waste only, such as that resulting from the construction, remodeling, repair, and demolition of utilities and structures, and uncontaminated solid waste resulting from land clearing. Such acceptable waste includes, without limitation, wood (including painted, treated, and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roofing coverings, glass, plastics that are not sealed in a manner that conceals other waste, empty buckets ten (10) gallons or less in size and having no more than (1) inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, pipe and metals, corrugated container board, and carpeting. If dumpster is used for heavy material disposal (i.e. concrete, dirt, gravel, tree stumps, etc.), the dumpster may only be filled to the halfway point as indicated by the “Heavy Waste Loading Limit” labels on either side of the dumpsters. No other waste types may be mixed in with dirt or concrete loads. (i.e., no trash mixed into dirt or concrete debris.) If dumpster is to be used for yard waste, no trash or other debris may be mixed in. If disposing of furniture, appliances, or tires, please consult with one of *Waste Queens Dumpster Rentals* Representatives to determine best course of action and adjustment to pricing.

## **PROHIBITED WASTE**

Customer agrees not to load the dumpster with any waste that is not deemed as acceptable waste, including but not limited to: hazardous waste, sludge containing free moisture, animal waste, flammable or volatile substances, waste oil, regulated medical waste, PCB wastes, asbestos, liquid wastes, drums, containers greater than ten (10) gallons in size, any containers having one or more inch of residue remaining on the bottom, explosives, automobile or truck bodies, or fuel tank, tires, paint, batteries, undried paint cans, oil, vehicle parts, sewage sludge, asbestos waste, electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformers, fluorescent light bulbs or tubes, cathode ray tube (CRT) televisions, electronic wastes and circuitry, major appliances, no real or replica firearms or ammunition of any kind (including airsoft), and dead animals.

*Waste Queens Dumpster Rentals* reserves the right to refuse any materials for any reason. If the customer is unsure if a material can be placed in the dumpster, they should contact *Waste Queens Dumpster Rentals* for guidance.

Title to, and liability for, Prohibited Waste shall remain with the Customer at all times. *Waste Queens Dumpster Rentals* shall have the right to inspect, analyze, and/or test any waste loaded by Customer. Cleaning due to loading of Prohibited Waste and any other restricted or hazardous materials may be billed to the Customer at a 3rd party rate plus a reasonable markup.

Any Prohibited Waste will not be accepted and will be left on premise.

*Waste Queens Dumpster Rentals* shall have sole and absolute discretion in determining whether waste is Prohibited Waste or Acceptable Waste.

### CARD AUTHORIZATION

Customer, the undersigned cardholder, authorizes *Waste Queens Dumpster Rentals* to charge given credit card for rental charges as well as fees and surcharges incurred during rental service. Customer further acknowledges and agrees that once the payment is made there will be no refunds, rebates or price reductions. Customer acknowledges and agrees that he/she is obligated to inform *Waste Queen Dumpster Rentals* in writing if the authorized credit card is canceled, substituted, lost or stolen prior to payment of entire balance due hereunder and further acknowledges and agrees to pay a 10% service charge for any declined payment(s) or checks returned due to insufficient funds. **Charges for the initial service may not be the only charges that a customer is ultimately responsible for.** Customer authorizes Company to charge their credit card for any and all work done on their behalf and agree to be responsible for payment of all bills related to such work, in accordance with the stated terms and conditions. Customer agrees that his/her information may be securely saved by *Waste Queen Dumpster Rentals* card merchant for future payments and understands that this can be revoked at any time upon Customers request. Payment can be made via cash or check if determined prior to dumpster drop-off. A card must be placed on file regardless of the desired payment method in order to settle additional fees shall the client not respond with another payment method.

For all amounts billed and not paid in advance, Customer shall make payment within ten (10) days after date of an invoice from *Waste Queens Dumpster Rentals*. Company may impose, and Customer agrees to pay, a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. In the event that any payment is not made when due, Company may terminate services, recover all past due amounts, return unpaid loads to the Jobsite they were acquired from, and recover any equipment from the premises.

### DUMPSTER DELIVERY

*Waste Queens Dumpster Rentals* will use all reasonable efforts to ensure timely delivery and pick up of the rented Equipment. Due to circumstances beyond our control, including, but not limited to, inclement weather, hazardous roads and/or driving conditions, traffic delays, motor vehicle accidents, delays at landfills and equipment failure, we cannot and do not guarantee delivery times or dates. Customer represents and warrants 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. Customer must provide a minimum of fifteen (15) feet of overhead clearance from all phone, power, and cable lines and all other obstructions. *Waste Queens Dumpster Rentals* reserves the right to refuse service or suggest a more suitable location on the Jobsite in the event that a *Waste Queens Dumpster Rentals* representative believes that placement of the dumpster in the area desired by Customer presents a risk of injury or property damage.

*Waste Queens Dumpster Rentals* shall not be responsible for any damage to the area surrounding the dumpster(s), including, but not limited to, any pavement or other road surface material, lawns, fences, landscaping, underground utilities or electrical wires, septic systems or private wells. *Waste Queen Dumpster Rentals* will take all reasonable precautions to protect the drop-off site, but damage could still occur based on the existence of several variables. If Customer is concerned with possibility of damage to drop-off site, Customer should take steps to protect surfaces (ex. paving slabs, soft ground) before delivery, or select a different drop-off location. Customer acknowledges that they are not allowed to move any roll-offs with their personal equipment or a third party's equipment.

### **DUMPSTER PICK-UP**

The dumpster shall be picked up at the end of the decided rental period unless other arrangements are agreed upon in writing between the Customer and *Waste Queens Dumpster Rentals*. In the event that the Customer requests pick up after the decided rental period, the Customer shall be charged an additional fee as set forth above. On the day that the dumpster is scheduled to be picked up, the Customer agrees to provide unobstructed access to the dumpster. In the event that the dumpster is inaccessible, the Customer shall be charged a Dry Run fee as set forth in the sections above.

The Customer acknowledges that the contents of the dumpster become the property of *Waste Queens Dumpster Rentals* once the load has been accepted and the dumpster has been picked up with the exception of prohibited waste. The contents of the dumpster may be dumped at various local landfills, recycled, or sold at the discretion of *Waste Queens Dumpster Rentals*.

### **CUSTOMER RESPONSIBILITIES**

**Securement and Preservation.** The dumpster shall remain on the Jobsite listed above and the Customer shall not modify or use the dumpster for any purpose other than for the disposal of acceptable waste. The Customer agrees to provide proper care of the dumpster and to return the dumpster in good working condition at the end of the rental period. The Customer shall not perform any modifications, alterations, or changes to the dumpster. Any unauthorized modifications shall be removed by the Customer and the dumpster shall be returned to its original condition prior to the end of the rental period, at the Customer's expense. The Customer shall be responsible for any loss of or damage to the dumpster while in their possession.

**Permits, Approvals and Fees.** The Customer is responsible for obtaining any necessary permits and approvals and paying all fees that may be incurred in connection with this Agreement or the services rendered herewith. The Customer is responsible for any costs associated with relocation of the Dumpster in the event that a permit was required but was not obtained.

**No Mechanical Compacting or Compressing.** The Customer represents, warrants and agrees that he/she will not utilize any machine or mechanical mechanism to compress or compact waste in the dumpster or utilize any machine or mechanical mechanism in a way that would cause significant damage to the dumpster beyond normal wear and tear associated with use of the dumpster. The Customer acknowledges and agrees that any damage to the dumpster caused by using any machine or mechanical means in violation of this provision will constitute material breach of this Agreement and the resulting damages shall be the sole and absolute responsibility of the Customer.

**Compliance With Laws.** The Customer shall comply with all laws, regulations, and ordinances existing and as amended, relating to the operation and use of the dumpster and disposal of waste materials therein. *Waste Queens Dumpster Rentals* may terminate this Agreement at any time for reasons of misuse or neglect of the Dumpster, or violation of any applicable laws.

#### **INDEMNITY**

The Customer agrees to indemnify, defend, and save *Waste Queens Dumpster Rentals* harmless from and against any and all liability which *Waste Queens Dumpster Rentals* may be responsible for or pay out as a result of bodily injuries (including death), property damage or any violation or alleged violation of the law to the extent caused by the Customer's breach of this Agreement or by any negligent omission or willful misconduct of the Customer or its employees, agents, or contractors in the performance of this agreement.

#### **LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**

Except in the event of the gross negligence or intentional misconduct of *Waste Queens Dumpster Rentals*, the Customer hereby waives any and all claims and losses against *Waste Queens Dumpster Rentals* relating to or arising from the Customer's rental of the equipment and/or *Waste Queens Dumpster Rentals* performance under the rental documents, including, but not limited to, any damage to the Customer's property, pavement, curbing, driveways, walkways, landscaping, lawn, wells, irrigation systems, septic systems and/or underground utilities related to or arising from the storage or transport of the equipment in or on the Customer's property, including, without limitation, any damage to the Customer's property from leaks or stains relating to the Customer's use of the rental equipment. The rental equipment shall be provided on an "as-is" basis, and *Waste Queens Dumpster Rentals* makes no warranties to the Customer, either express or implied, including, but not limited to, warranties as to merchantability, fitness for any particular use or purpose or that the equipment will meet your requirements.

#### **ACKNOWLEDGMENTS**

This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties relating to the service. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

By signing, I am acknowledging that I have read and agree to the terms listed in the entirety of the contract.

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Waste Queens Representative Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Rental Information

Rental of \_\_\_\_\_ (*quantity*) of \_\_\_\_\_ yrd dumpster

To Client: \_\_\_\_\_  
for \_\_\_\_\_ days.

For a total price (before fees) of \_\_\_\_\_

Paid via \_\_\_\_\_  
On \_\_\_\_\_ date.

Drop off date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Pickup date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Additional Fees Invoiced:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_