

941-525-2589

dumpsterdivas941@gmail.com

Dumpster Rental Agreement

Terms & Conditions

I, _____ (“customer”) agree to the following terms and conditions for rental of a dumpster from Dumpster Diva’s.

Disclaimer of Liability The customer is responsible for choosing a spot for the dumpster that will not damage the property. Dumpster Diva’s is not liable for any damage caused by placing or removing the dumpster, including damage to surfaces, landscaping, or underground systems. The customer agrees to protect Dumpster Diva’s from any claims or costs related to the dumpster’s presence or use on their property, including legal fees.

Pricing & Payments:

- The customer agrees to make payment in full the same day that the dumpster is being dropped off. The customer will be responsible for paying overfill charges. Signs are posted on the bins.
- The customer is responsible for any additional fees assessed by the landfill for certain prohibited items such as tires, appliances, mattresses, batteries, oil, paint, and other hazardous materials or mixed loads.
- Payment for all base fees as well as any known additional fees at rental time will be due upon delivery of the dumpster. Any additional fees due to being overweight or other fees not paid upon delivery are due within three days of dumpster pick up.
- Any unpaid balance after three days will start to accrue at the maximum rate permitted by law from the date of dumpster pick up until paid in full.

- If any check payment is returned for insufficient funds from the banking institution, the customer is responsible for any returned check fees.
- Should the customer fail to return the dumpster, Dumpster Diva's maintains the right to enter the premises where the dumpster may be without notice and take possession of and remove it at the customer's expense without legal process. Said entry shall not be deemed a trespass and the customer hereby waives any claims for damages from any such entry or removal.

Dumpster Use:

- While the rented dumpsters are in your possession, you will NOT place or allow them to be placed into the dumpster:
 - Substances hazardous to health such as toxic or corrosive materials or liquids.
 - Liquids of any kind whether contained or not.
 - Medical waste or animal carcasses of any kind.
 - Any material not listed above, however considered unsuitable for containment e.g.: asbestos, paint, tires, gas bottles, fluorescent tubes, light bulbs, vehicle batteries, household appliances such as, but not limited to, refrigerators, conventional ovens, microwave ovens, washers, dryers. If any of the items are found a (\$150.00 fee will be added to your bill)
- Keep waste within the confines of the dumpster and not exceed the top or sides. Every attempt shall be taken to equally disperse the weight of the waste within the dumpster.
- Extremely heavy material such as rock, dirt, or concrete. Please let us know and we can help you dispose of such heavy items in a more efficient manner.
- The dumpster shall be returned to Dumpster Diva's in the same or similar condition as same was delivered to customer. Should the customer fail to return the dumpster, Dumpster Diva's maintains the right to enter the premises where the dumpster may be without notice and take possession of and remove it at the customer's expense all without legal process, the customer hereby waiving any claims for damages from any such entry or removal.

Access and Ground Conditions:

- The customer will be responsible for providing suitable access to and from the delivery site (including the removal and reinstatement of any obstructions) and for ensuring suitable ground conditions for delivery, placement and removal of the dumpster. No responsibility will be accepted for the damage to any surface, and you should therefore take steps to protect surfaces (i.e., paving slabs, soft ground) before delivery.
- Driveways / Parking Areas – customer agrees and warrants that any right of way provided for delivery and pick up is sufficient to bear the weight of all equipment and vehicles required to perform the contracted service.

Miscellaneous:

- Notices shall be deemed given on the date same are properly placed in the U.S. Mail system or overnight delivery service, postage prepaid and properly addressed to the receiving party.
- Attorney's Fees. In connection with any litigation, including appellate proceedings, arising out of this Agreement the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred by the enforcement of any of the obligations contained in this Agreement.
- Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors in interest, heirs and assigns.
- Governing Law. This agreement shall be governed by, construed and interpreted under the laws of the State of Florida.
- Venue and Jurisdiction. The venue and jurisdiction of any dispute relating to this Agreement shall be construed in accordance with the laws of Florida, and for the purposes of this contract, venue and jurisdiction for any

arbitration or litigation is construed to be in Sarasota County, Florida, and both parties waive any objection to said venue or jurisdiction.

- Entire Agreement. This agreement contains the entire understanding of the parties hereto and supersedes any prior agreement. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, which are not contained in this Agreement. The parties hereby acknowledge they have not been induced, persuaded, or motivated by any promise or representation made by the other party in entering into this Agreement unless expressly set forth herein.
- Severability. The illegality, invalidity, or unenforceability of any provision of this agreement shall not affect the remainder of this agreement.
- Time. Time is of the essence of each provision of this Agreement.
- Successors and Assigns. All rights and liabilities herein given to, or imposed upon the respective parties hereto shall extend to and inure to the benefit of each respective party's heirs, executors, administrators, successors, and assigns; and if more than one, shall all be bound jointly and severally by the terms, covenants, and agreements herein contained.
- Amendment. Except as otherwise provided herein, this Agreement may not be amended, altered, or modified except by writing executed by both parties hereto.
- Section Headings. The section headings and captions in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
- Executed Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall constitute an original, but all counterparts shall together constitute one and the same instrument.
- Waiver of Jury Trial. By their execution hereof, each party to this Agreement knowingly, voluntarily, and intentionally waives any right which it may have to a trial by jury with respect to any litigation, action, suit, or proceeding (whether at law or in equity) based on the loan documents, this Agreement, or any course of conduct, course of dealing (whether oral or written) or actions of any party or their respective officers, principals, partners, employees, agents, or representatives in connection with this Agreement,

whether arising in contract, tort, or otherwise and whether asserted by way of complaint, answer, cross-claim, counterclaim, affirmative defense, or otherwise. No party to this Agreement shall seek to consolidate such litigation, action, suit, or proceeding in which a jury trial cannot be or has not been waived with any other action in which a jury trial has been waived.

Signed this Agreement gives Dumpster Diva's the right to charge your credit card for initial payment, and as charges accrue after initial payment, which include weight limit overage fees. Dumpster Diva's reserves the right to pick up dumpster at any time and charge the credit card for outstanding charges.

Dumpster Diva's will send a text to your phone number. Please reply "Yes/Confirm" if you agree to the Terms & Conditions. If you do not agree to the Terms & Conditions reply "No"

By sending a text message indicating your agreement, you acknowledge that you accept the terms and conditions outlined in the above contract/agreement. Your message will serve as a legally binding electronic signature, equivalent to signing a written document by hand. You confirm that you have read and fully understood the terms of the contract and agree to be bound by them. If you do not agree to the terms and conditions, please refrain from sending the message.