



Tri-State Maintenance, LLC  
1897 Washington St.  
Dubuque, Iowa 52001  
563-451-9019

## DUMPSTER RENTAL AGREEMENT

### Terms & Conditions:

I, \_\_\_\_\_ (Customer requesting service), further referred to in this document as “the customer/s” and/or “customer/s” agree to the following terms and conditions for rental of described services and enter into a contractual agreement with Tri-State Maintenance, LLC, further referred to in this document as “TSM, LLC” and/or “the company”.

Estimated Delivery Date: \_\_\_\_\_

Estimated Pickup Date: \_\_\_\_\_

Customer Agrees to pay \$55 per day to TSM, LLC, and agrees to pay \$55 per additional day after the estimated pickup if the trailer is returned or picked up by TSM, LLC.

Customers are responsible for **ALL** fees assessed by the landfill for certain items such as electronics, appliances, etc.

Customers are responsible for **any additional fees** assessed by the landfill for certain items such as tires, etc.

While dumpster is in your possession, you will **NOT** place or allow them to be placed into the dumpster:

- Substances hazardous to health such toxic or corrosive materials or liquids. Liquids of any kind whether contained or not.
- Cans, drums or other container of any kind unless emptied and crushed and incapable of carrying any liquid.
- Medical waste or animal carcasses of any kind.
- Any material not listed above however considered unsuitable for containment e.g. malodorous waste: asbestos, paint, tires, gas bottle, fluorescent tubes, light bulbs, vehicle batteries, household appliances such as but not limited to refrigerators, conventional ovens, microwave ovens, washer, dryer.

- Extremely heavy material such as rock, dirt, or concrete, must be loaded properly and **WILL NOT OVERLOAD** the trailer.

Please let us know if you are unsure of the proper loading procedure, we will help you dispose of such heavy items in a proper manner.

All material shall remain within the confines of the dumpster and shall not exceed the top or sides. Every attempt shall be taken to equally disperse the weight of the refuse within the dumpster.

Customers shall be liable for any loss or damage to rented equipment in excess of reasonable wear and tear.

The Customer will be responsible for the provision of free and suitable access to and from the delivery site (including the removal and reinstatement of local 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 (e.g. paving slabs, soft ground) before delivery.

Should the container cause damage to concrete or asphalt during loading or unloading. TSM, LLC is not responsible even if this is due to our negligence. We have specifically identified that heavy containers may cause damage and that the placement of these heavy containers

Should the Customer fail to allow pickup or return the dumpster, TSM, LLC maintains the right to enter upon the premises where the container may be without notice and take possession of and remove it at the

Customers expense all without legal process, the Customer hereby waives any claims for damages from any such entry or removal.

If paying by check and the check is returned for insufficient funds from the banking institution the Customer is responsible for any returned check fees.

This contract does not expire, and exists in perpetuity. TSM, LLC reserves the right to sever this contract at any time.

Customer agrees to provide unobstructed access to the dumpster on the day it is to be picked up. If the dumpster is inaccessible, Customers shall be charged for additional rental time at the rate of \$55 per day.

Customer is fully responsible for the entire contents of the container and is the rightful owner of the container's contents until the container is dumped and the contents accepted by the prospective disposal facility.

In the event that contents that are not allowed by this contract or any Federal, State, Parish, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense.

The dump trailer WILL NOT be moved by the customer, allowed to be moved by the customer by someone else. The trailer may only be moved by a TSM, LLC company representative. Under the condition that the trailer blocks access or otherwise needs to be moved or relocated, the customer will contact TSM, LLC to arrange movement by a TSM, LLC representative.

I, \_\_\_\_\_ agree to all of the above Terms and Conditions. (Printed name)

Customers Signature \_\_\_\_\_ Date: \_\_\_\_\_

Company Representative \_\_\_\_\_ Date: \_\_\_\_\_