



317-468-5359

Dumpster Rental & Liability Agreement

Phone: (317) 468-5359

Email: Wolfpacksolutions@gmail.com

Website: www.wolfpackdumpsterrentals.com

Thank you for renting a dumpster from Wolfpack Dumpster Rentals!
Please read AND acknowledge the following terms, conditions, and contract.

Rental Terms and Conditions

This Dumpster Rental Agreement is made as of this date, _____, by and between Wolfpack Dumpster Rentals, having its principal place of business PO Box 190, New Palestine IN, 46136 "Wolfpack Dumpster Rentals"(Company), and _____ representing the property at address _____ City _____ Zip Code _____ "Customer" (RENTEE). Wolfpack Dumpster Rentals and Customer also may be individually referred to as "Party", and collectively as "Parties."

1.Delivery and Use: Customer certifies that he or she is either the property owner, has power attorney for property owner, or the licensed contractor/broker for the property. Customer may not sublet the dumpster for any reason.

A. Possession and Care of Equipment: Upon delivery of the container to Customer, the container shall be deemed to be in the sole possession and control of Customer, and shall be solely liable. Customer shall have the duty to maintain and shall be solely responsible for the safety and cleanliness of the container until the container is picked up by Wolfpack Dumpster Rentals. Customer

shall be responsible for all loss or damage to equipment, other than normal wear and tear. Customer shall not move, overload, or make any alterations to equipment.

B. Price: Customer agrees to rent a dumpster from Wolfpack Dumpster Rentals according to the prices and fees set forth at the time of rental. The rental period begins the day the dumpster is dropped off, unless otherwise granted by the Wolfpack Dumpster Rentals. Unless otherwise agreed upon in writing, payment is due from Customer to Wolfpack Dumpster Rentals upon or before delivery of the container. Customer will be charged for the base price of the rental they choose before drop-off. If Customer needs the dumpster dumped within their selected rental dates to allow for more removal, Customer will be charged an extra \$200 per dump by Wolfpack Dumpster Rentals from their card on file.

C. Waste Materials: Customer warrants that the waste materials delivered to Wolfpack Dumpster Rentals hereunder will not contain any hazardous, toxic, or radioactive wastes or substances as defined by applicable federal, state, or local provincial laws. Wolfpack Dumpster Rentals does not take ownership of the contents, but acts as the hauler to move contents from Customer's property to the designated disposal facility. Customer shall abide by all applicable laws, rules, regulations and ordinances governing disposal of waste. Customer shall defend, hold harmless and indemnify Wolfpack Dumpster Rentals, its officers, employees and agents from and against all claims, lawsuits and any other liability, including attorney fees, arising from or relating to Customer's violation of any applicable laws, rules, regulations or ordinances governing disposal of waste.

D. Placement of Dumpster: Customer warrants and represents that any location provided by Customer for the dumpster is sufficient to bear the weight and size of the dumpster and any vehicle required to transport the dumpster. Wolfpack Dumpster Rentals shall not be responsible for any damage to pavement or any other road surface material, lawns, fences, shrubbery, septic system, private well, or any other form of property damage. Customer agrees to provide adequate road or driveways to the desired place of delivery. Customer shall assume full responsibility for all damages of any kind whatsoever to any road or driveway caused by the vehicle or container. It will be left to the driver's discretion when driving across lawns or unstable terrain as well as across sidewalks and/or driveways. Customer shall specify the location for the placement of the container and Customer shall be solely responsible for any property damage arising from or relating to the placement of the container. Wolfpack Dumpster Rentals specifically disclaims, and shall not be liable for, any property damage arising from or relating to the placement of the container. Customer shall abide by all applicable laws, rules, regulations and ordinances governing placement of the container. Customer shall defend, hold harmless and indemnify Wolfpack Dumpster Rentals, its officers, employees and agents from and against all claims, lawsuits and any other liability, including attorney fees, arising from or relating to Customer's violation of any applicable laws, rules, regulations or ordinances governing placement of container.

E. Duration: Dumpster will be delivered and picked up on the agreed time and dates. If the rental term needs to be extended, Customer must provide a minimum of 24-hours' notice. Credit will not be issued if rental duration is shorter than agreed upon. After the dumpster base price if they wish to add more days at the time of rental it will be charged at \$10/day. If rental duration needs to be extended past one week of having the dumpster, Customer will be billed at a market rate plus \$20/day. If the Customer wishes to cancel their dumpster rental, they will need to do so at 48 hours of notice before dumpster delivery. If cancellation is after the 48 hours until drop-off, the customer will then be charged a \$50 cancellation Fee.

F. Wolfpack Dumpster Rentals Accessibility: On scheduled day of pickup, it is the Customer's responsibility to make sure the driver has full access to the dumpster. If the driver is unable to pick-up the dumpster for any reason other than their own, there will be an additional \$150 trip charge billed to the Customer's credit card on file.

G. Weight Limit: Customer agrees to restrict tonnage to 2 tons for a 16 yd dumpster and 3 tons for a 20 yd dumpster. If Customer exceeds the relevant tonnage limit, Customer hereby agrees to pay an additional fee of \$70 per ton for each ton in excess of the limit for that dumpster.

H. Dumpster Overfill: If the driver arrives and the dumpster has been filled above the "MAXIMUM FILL LINE" marker, excess contents will be removed from the dumpster and placed back on the customer's property. Additional \$100 fee will also be assessed. Driver must be able to tarp the dumpster in order to safely transport the waste. DO NOT overload the container. In the event the container cannot be hauled due to overloading, the rubbish will be removed from the container and it will be the Customer's responsibility to clean up said rubbish. The driver reserves the right to not haul any overloaded container. If the Customer, or Customer's employees, agents, or contractors overfill the container and such overfilling results in an overweight fine or penalty assessed against Wolfpack Dumpster Rentals, Customer is responsible for such penalty or fine upon demand by Wolfpack Dumpster Rentals.

I. Safety: Upon delivery of the container to the Customer, the container shall be deemed to be in the sole possession and control of the Customer. Customer shall have the duty to maintain and shall be solely responsible for the safety and cleanliness of the container until the container is picked up by Wolfpack Dumpster Rentals. Customer shall defend, hold harmless and indemnify Wolfpack Dumpster Rentals, its officers, employees and agents from and against all claims, lawsuits and any other liability, including attorney fees, or injury to persons or damage to property arising out from, relating to, or connected with container while the container is in the Customer's possession and control, including all claims, lawsuits and other liability, including attorney fees, arising from any negligence or breach of any duty by Wolfpack Dumpster Rentals. All containers furnished by Wolfpack Dumpster Rentals shall remain the property of Wolfpack Dumpster Rentals and the Customer shall have no right, title, or interest in them.

J. Breach: If any action is brought by either party to enforce the terms of this contract or for the breach of this contract, the parties agree that the non-prevailing party shall pay the substantially prevailing party reasonable attorney fees, cost and disbursements incurred by the substantially prevailing party.

2. Content Regulations:

A. 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.

B. Hazardous and Unacceptable Material Prohibited: Customer acknowledges that local, municipal, city, county, state and/or federal laws, regulations, rules and ordinances prohibit the storage of certain items, materials and substances in the Equipment ("Prohibited Substances"). Prohibited Substances include, without limitation, tires, batteries, railroad ties, chemically treated lumber, paints and lacquers, oils, asbestos, infectious waste, contaminated soils and absorbents, inks and resins, industrial drums, water heaters and water tanks, fuels, adhesives, refrigerants and other toxic and/or hazardous materials and substances. A non-exclusive list of certain Prohibited Substances is (listed below for Customer's review). Customer acknowledges and agrees that Customer is solely and exclusively responsible for complying with all applicable laws relating to Prohibiting Substances, and Customer shall be liable for any charges, expenses, damages, losses, fines and/or penalties (including, but not limited to traffic fines and penalties) relating to Customer's storage and/or transportation of Prohibited Substances in the Equipment.

Non-exclusive list of certain Prohibited Substances and Fines

- Toxic – Toxic materials are either poisonous or cause long-term illnesses, like cancer. Pesticides, paint thinners, cleaners and automotive supplies are some examples of potentially

toxic materials. Look for warnings like “Harmful”, “Fatal if swallowed” or “Use only in a well ventilated area.”

- Flammable – These materials burn easily. Paint thinners and other solvents, as well as many automotive products are often flammable. Look for warnings on the label like “Do not use near heat or flame”, “Combustible”, etc.
- Corrosive – Corrosive products eat through materials (acid, for example). Examples include oven cleaners, drain cleaners, toilet bowl cleaners and auto batteries. Look for warnings like “Causes severe burns on contact,” “Can burn eyes, skin, throat, etc.”
- Reactive – These are products that can explode (when exposed to heat, air, water or shock). There are few consumer products still on the market that are explosive, but some older explosive products may still be stored in some homes.

Prohibited Items/Materials Include

- Tires
- Appliances containing Freon
- E-Waste (Computers, TV’s, etc.)
- Wet Paint/Liquids
- Yard Waste, Branches, Trees
- Animal Carcasses
- Motor Oil, Batteries
- Pesticides

CUSTOMER IS RESPONSIBLE FOR ANY ADDITIONAL FEES ASSESSED BY THE LANDFILL

C. Heavy Material: Heavy materials such as Rock, Dirt, Concrete, Brick, Plaster, and Roofing Shingles are acceptable, but please check with Wolfpack Dumpster Rentals before doing so to check how full you can fill the dumpster. Please ask Wolfpack Dumpster Rentals at the drop-off of the dumpster.

D. Required for Pickup: Debris may NOT extend above the top rim of the dumpster. 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 Customer’s expense.

E. Consequences of Violating Regulations: 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. Any container which is loaded with hazardous materials, tires, dirt, bricks, asphalt, concrete or heavy materials will be dumped and reloaded at the Customer’s expense. We are not responsible for loading containers.

3. Pricing and Payments

A. Credit card is required to reserve a dumpster. Accepted forms of payment include cash, check, or credit card.

B. Any and all additional fees incurred during or after the completion of the rental will be charged directly to the Customer's credit card on file.

C. Payment Terms: Payment is due before drop-off or at drop-off of the dumpster. Late payments are subject to an additional \$25.00 late fee at the choice of Wolfpack Dumpster Rentals.

4. Permits, Approval, and Fees: Customer shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction therewith.

5. Indemnification: Customer agrees to indemnify and hold harmless Wolfpack Dumpster Rentals 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.

6. 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.

7. Amendment: This Agreement may be modified only by an agreement in writing signed by the Parties hereto.

8. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, without regard to the conflicts of law rules of such state.

9. Severability: Customer agrees that each provision contained in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions or parts thereof contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or parts or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the then applicable law.

10. Waiver: A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

11. 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.

Today's Rental consists of the following:

Rate/Rental Length/Dumpster Size/Included Weight:

16 Yard Dumpsters

\$320 – 1 Days (16 Yard Dumpster Includes 2 TONS)

\$340 – 3 Days (16 Yard Dumpster Includes 2 TONS)

\$360 – 5 Days (16 Yard Dumpster Includes 2 TONS)

20 Yard Dumpsters

\$420 – 1 Days (20 Yard Dumpster Includes 3 TONS)

\$440 – 3 Days (20 Yard Dumpster Includes 3 TONS)

\$460 – 5 Days (20 Yard Dumpster Includes 3 TONS)

Payment Information

Name on Credit Card _____

Card Number _____

Exp. Date _____

CVV _____ (3 Digit)

Billing Zip Code _____

Email Receipt to: _____

I authorize for the above card to be processed before delivery of dumpster. Any additional fees/fines will also be processed with the above card information.

*Additional weight is billed at \$70/Ton, Rounded to the nearest pound (\$0.035/Lb).

*\$10/Additional Day (UPON AVAILABILITY). Must Provide 24 Hours' Notice.

Special Delivery Instructions:

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date first above written.

CUSTOMER:

_____ Signature _____ Date

_____ Printed