



Dumpster Rental Agreement

Address: 3617 Senour Rd. Indianapolis, IN 46239

Phone: (317) 941-3241

Email: kyle@rutledge-rolloffs.com

Website: www.rutledge-rolloffs.com

Thank you for renting a dumpster from *Rutledge Rolloffs*! Please read AND acknowledge the following terms and conditions. This will allow the rental process to run as smooth as possible for both parties.

Rental Terms and Conditions

This Dumpster Rental Agreement ("Agreement") is made as of this date, _____, by and between South East Lawn Care LLC, doing business as Rutledge Rolloffs, having its principal place of business at 3617 Senour Rd. Indianapolis, IN 46239 ("Company"), and _____ representing the property at _____ City _____ Zip Code _____, ("Customer"). Company and Customer also may be individually referred to as "Party", and collectively as "Parties."

By accepting the dumpster delivery, the Customer accepts and agrees with Rutledge Rolloffs' terms and conditions.

1. Delivery and Use: Customer certifies that he or she is either the property owner, has power of attorney for the property owner, or is 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 container to Customer, the container shall be deemed to be in the sole possession and control of 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 Company. 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 Company 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 Company.

C. Waste Materials: Customer warrants that the waste materials delivered to Company hereunder will not contain any hazardous, toxic, or radioactive wastes or substances as defined by applicable federal, state, or local provincial laws. Company does not take ownership of the contents, but acts as the hauler to move contents from Customer's property to the designated disposal facility.

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. Company 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.

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. If rental duration needs to be extended, Customer will be billed at a rate of \$10/day.

F. Company 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 \$125 trip charge billed to the Customer's credit card on file.

G. Weight Limit: Customer agrees to restrict tonnage to 2 tons for a 15 yd. dumpster and 4 tons for a 30 yd. dumpster. If Customer exceeds the relevant tonnage limit, Customer hereby agrees to pay an additional fee of \$55.00 per ton for each ton in excess of the limit for that dumpster. If the driver is unable to pick-up the dumpster for any reason other than their own, there will be an additional \$125 trip charge billed to the Customer's credit card on file.

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 \$125 fee will also be accessed. Driver must be able to tarp the dumpster in order to safely transport the waste.

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, tree stumps, 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, food waste, fuels, adhesives, refrigerants and other toxic and/or hazardous materials and substances. A non-exclusive list of certain Prohibited Substances is (available on Rutledge Rolloffs Website for Customer's review /or/ 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 Prohibited 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	Recommendation	Associated Fine
Tires	Take To Local Tire Shop For Disposal	\$10-\$135/Tire, depending on size
Appliances	Metal Recycler	\$55/Appliance
Appliances containing Freon	Metal Recycler	\$135/Appliance
E-Waste (Computers, TV's, etc.)	Call RecycleForce 317-532-1367	At Company's Discretion
Wet Paint	Dry w/ sawdust, kitty litter	At Company's Discretion
Liquids	N/A	At Company's Discretion
Concrete	Contact local Clean Fill	At Company's Discretion
Animal Carcasses	Mayor's Action Line 317-327-4622	At Company's Discretion
Motor Oil, Batteries	Local Auto Part Store	At Company's Discretion
Pesticides/Household Cleaners	Contact Indiana State Chemist	At Company's Discretion
Asbestos/Railroad Ties/Industrial Drums	At Landfills Discretion	At Company's Discretion

C. Heavy Material: CONCRETE IS NOT PERMITTED IN OUR DUMPSTERS. Heavy materials such as rock, dirt, tree brush, and roofing shingles are acceptable. However, please make Company aware of what needs to be disposed of to prevent overloading. This can lead to additional disposal fees.

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. Materials may be returned to the customer at the customer's expense.

3. Pricing and Payments

A. Credit card is required to reserve a dumpster. Accepted forms of payment include cash, check, or credit card. All credit card transactions will incur an additional 3% processing fee. Customer is responsible for any returned check fees due to insufficient funds.

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

C. Payment Terms: Payment is due within 10 days of receiving invoice from Company. Late payments are subject to an additional \$25.00 late fee.

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 Company 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/Dumpster Size/Included Weight/Rental Length:

Payment Information

Name on Credit Card _____ Card Number _____

Exp. Date _____ CVV _____ (3 Digit) Billing Zip Code _____

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 \$55/Ton, Rounded to the nearest pound.

*\$10/Additional Day, Must Provide 24 Hours' Notice.

*Rental Rate is based on a 30-mile Radius of our business address. Additional mileage billed at \$0.75 per traveled mile.

Special Delivery Instructions:

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

COMPANY:

CUSTOMER:

Signature

Signature

Printed

Printed