



**855-599-7255**

## **DUMPSTER RENTAL AGREEMENT: TERMS AND CONDITIONS**

1. Customer agrees to provide adequate road or driveways to 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.
2. Upon delivery of 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 EXPRESS DUMPSTER, LLC.
3. Customer shall defend, hold harmless and indemnify EXPRESS DUMPSTER, LLC, 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 EXPRESS DUMPSTER, LLC.
4. All containers furnished by EXPRESS DUMPSTER, LLC shall remain the property of EXPRESS DUMPSTER, LLC and the Customer shall have no right, title, or interest in them.
5. DO NOT overload the container. Customers will be charged for all overloaded containers at their equivalent tonnage rate presently being charged. 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 EXPRESS DUMPSTER, LLC, Customer is responsible for such penalty or fine upon demand by EXPRESS DUMPSTER, LLC.
6. 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. EXPRESS DUMPSTER, LLC specifically disclaims, and shall not be liable for, any property damage arising from or relating to the placement of the container.
7. Customer shall abide by all applicable laws, rules, regulations and ordinances governing placement of the container. Customer shall defend, hold harmless and indemnify EXPRESS DUMPSTER, LLC, 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.
8. Customer shall abide by all applicable laws, rules, regulations and ordinances governing disposal of waste. Customer shall defend, hold harmless and indemnify EXPRESS DUMPSTER, LLC, 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.
9. Unless otherwise agreed upon in writing, payment is due from Customer to EXPRESS DUMPSTER, LLC upon delivery of container.
10. 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.
11. 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.
12. It is the Customer's sole responsibility to maintain accessibility of the container at the time of pick-up. If said container is inaccessible, a return pick-up fee will be charged.

I, \_\_\_\_\_ **agree to the Terms and Conditions above.**

*Please print name on line.*

**CUSTOMER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_