

# Dumpster Rental Agreement

**DEFINITION OF EQUIPMENT.** The term “equipment” as used herein shall mean all equipment furnished by Contractor in providing the services as specified on the face of this agreement. All equipment furnished by Contractor, which Customer has not purchased, shall remain the property of Contractor, and Customer shall have no right, title or interest in the equipment.

**CUSTOMER’S RESPONSIBILITY FOR EQUIPMENT.** Customer shall not overload container above its sides. Overloading container can result in a \$100 trip charge, and the driver is able to refuse the service with it overloaded. Once offloaded by driver or customer, customer is put on next available service date. Customer shall be responsible for all overload fines, loss or damage to the equipment, other than normal wear and tear, and except for loss or damage resulting from Contractor’s handling of the equipment when providing its services hereunder. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer’s use, operation or possession of the equipment. If your container is loaded over the maximum 4-ton weight limit, you authorize Peach State Dumpsters, Inc. to invoice you an additional charge to cover the overage and run your credit/debit card immediately. If relocation of a dumpster is required anytime during your rental period a relocation fee of \$100.00 will be charged.

**WASTE MATERIALS.** Customer warrants that the waste materials delivered to Contractor hereunder will not contain any yard debris (such as dirt, rocks, trees, limbs, stumps, soil, grass clippings, leaves), concrete, food waste, hazardous, toxic, or radioactive wastes or substances (such as antifreeze, batteries, oil, paint, refrigerator Freon, pesticides or tires) as defined by applicable federal, state, local or provincial laws and regulations. Contractor has the right to reject said materials or charge extra for disposal of said materials. Contractor shall acquire title to the waste materials when loaded onto Contractor’s vehicles, provided, however, that title to and liability for the waste materials excluded from this agreement above shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property or the environment arising out of the breach of the warranty stated above.

**CHARGES AND PAYMENT.** Customer agrees to all charges for services to be provided and shall make payment in full prior to or at the time of delivery unless prior payment arrangements have been made. Contractor may impose, and Customer agrees to pay, a late fee not to exceed the maximum rate allowed by applicable law for all past-due payments.

**FRANCHISE FEES.** These fees apply only to businesses located within the city’s that charge Franchise Fees. Peach State Dumpsters Inc. will collect these fees from its customers at the time of service and forward them directly to these said City’s.

**PAVEMENT DAMAGE.** Contractor shall not be responsible for damage to Customer’s pavement or other driving surface resulting from the weight of Contractor’s vehicles while servicing the equipment at the location designated by Customer. If Customer requests that the container be placed on grass or dirt, Contractor is not responsible for repairs if it becomes damaged.

**ATTORNEYS’ FEES.** In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorneys’ fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

**WE WILL DO OUR BEST TO SERVICE YOU ON THE DATE THAT YOU HAVE REQUESTED.**

**CONTAINER MUST BE ACCESSIBLE TO DRIVER AND DOOR MUST BE CLOSED AND SECURED AT THE TIME OF SERVICE OR A \$100 TRIP CHARGE WILL BE CHARGED TO YOU.**