

Local Dumpster and Demo Pros, LLC

Dumpster Rental and Clean Out Agreement: Terms and Conditions

This Dumpster Rental and Clean-out Agreement ("Agreement") is made as of this date, _____, by and between LOCAL DUMPSTER AND DEMO PROS, LLC ("Company") having its principal place of business at 460 East Lansdowne Ave, Orange City, FL 32763, and _____ representing the property at _____, ("Customer"). Company and Customer also may be individually referred to as "Party", and collectively as "Parties" agree as follows:

1. Customer agrees to pay base fee as outlined below for ____ day(s) rental for the ____ yd. dumpster. The fee includes up to ____ tons of materials. Any additional materials will be billed at \$100.00 per ton above 2 tons. Unless otherwise agreed upon in writing, a deposit of \$_____ is due from Customer to LOCAL DUMPSTER AND DEMO PROS, LLC prior to delivery of dumpster and final payment. Final payment shall be due at pick up of dumpster. Any additional fees due to overweight or other fees not paid upon delivery and/or pickup are due within 2 days of dumpster pick up. Any unpaid balance after 14 days will start to accrue 15% interest from the date of container pick up until paid in full. There will be a minimum of a \$25 late fee. 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. If balance remains after 30 days, a lien will be placed on property address. Any costs associated with lien will be the responsibility of the Customer.
2. Customer agrees to specify the location for the placement of the dumpster and to provide adequate road or driveways to desired place of delivery. Customer shall not move dumpster once delivered. Customer shall assume full responsibility for all damages of any kind whatsoever to any road or driveway caused by the vehicle or dumpster. LOCAL DUMPSTER AND DEMO PROS, LLC specifically disclaims, and shall not be liable for, any property damage arising from or relating to the placement of the 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.
3. Upon delivery of dumpster to the Customer, the dumpster 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 dumpster until dumpster is picked up by LOCAL DUMPSTER AND DEMO PROS, LLC.
4. Customer shall abide by all applicable laws, rules, regulations and ordinances governing placement of the dumpster and disposal of waste into dumpster. Additionally, Customer shall defend, hold harmless and indemnify LOCAL DUMPSTER AND DEMO PROS, LLC, its officers, employees and agents from and against any and 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 dumpster while the dumpster 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 LOCAL DUMPSTER AND DEMO PROS, LLC.
5. All dumpsters furnished by LOCAL DUMPSTER AND DEMO PROS, LLC shall remain the property of LOCAL DUMPSTER AND DEMO PROS, LLC and the Customer shall have no right, title, or interest in them.

6. DO NOT overload the dumpster. Customer shall not load dumpster over two (2) tons. Customer will be charged for all overloaded dumpsters at the equivalent tonnage rate presently being charged. In the event the dumpster cannot be hauled due to overloading, the rubbish will be removed from the dumpster, and it will be the customer's responsibility to clean up said rubbish. The driver reserves the right to not haul any overloaded dumpster. If the Customer, or Customer's employees, agents, or contractors overfill the dumpster and such overfilling results in an overweight fine or penalty assessed against LOCAL DUMPSTER AND DEMO PROS, LLC, Customer is responsible for such penalty or fine upon demand by LOCAL DUMPSTER AND DEMO PROS, LLC.

7. Customer agrees NOT to place any of the following materials in or on the dumpster: concrete, brick, blocks, asphalt, dirt, gravel, rocks, stumps or logs greater than twenty four inches in diameter, roofing shingles of any make or material, or any toxic or hazardous waste (e.g., tires, batteries, rechargeable batteries, asbestos containing materials, paints, motor oil, transmission fluid, gasoline, pesticides, herbicides, solvents, propane tanks, steel storage drums, antifreeze, fluorescent light tubes, and other chemicals, etc.). Any dumpster 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. All deviations from this agreement are to be approved in writing by LOCAL DUMPSTER AND DEMO PROS, LLC.

8. Customer agrees that all materials must be contained within the footprint of the dumpster and must not be filled higher than 1 (one) foot from the top edge of the dumpster, or have any item protruding above the top edge of the dumpster. Customer shall be responsible for all materials placed in the dumpster while it is located at Customer's property and is responsible to remove any item placed in the dumpster that violates this agreement.

9. Customer shall be responsible for any injury to any person using the dumpster and for any damage to person or property related to the dumpster being located at Customer's property.

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 prevailing party reasonable attorney fees, cost and disbursements incurred by the prevailing party.

11. 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 of \$100.00 will be charged.

12. Customer shall be responsible for obtaining all permits and approvals and paying all fees that may be incurred in conjunction with permitting and approvals. Copies shall be provided to LOCAL DUMPSTER AND DEMO PROS, LLC if necessary.

14. Reserved.

I, _____ agree to the Terms and Conditions above.
Please print name on line.

Customer Signature _____ Date _____

Company Representative Signature _____ Date _____

PRICING

15 Yd Dumpster is 5' high x 7' wide x 12' long

1 Day is \$285.00 and includes 2 tons.

3 Days is \$385.00 and includes 2 tons.

5 Days is \$500.00 and includes 2 tons.

17 Yd Dumpster is 5' high x 7' wide x 14' long

1 Day is \$300.00 and includes 2 tons.

3 Days is \$400.00 and includes 2 tons.

5 Days is \$600.00 and includes 2 tons.

A charge of \$100.00 per ton above the daily tonnage allowed/included will be assessed if necessary.
Additional charges for dumpster beyond the Agreement number of days is \$50 per day.