

## **ROLL-OFF / DUMPSTER RENTAL AGREEMENT**

I (Customer requesting service) agree to the following terms and conditions for rental of described services.

## Pricing & Payments:

1. Customer agrees to pay the base fee for the customer selected dumpster package, which includes the customer filling it with up to **2 tons** of material for the **15yd**., **3 tons** of material for the **20yd**., and **4 tons** of material for the **30yd**. Due to strict weight limitations and associated dump/landfill fees any additional materials will be billed at **\$75 per ton over your limit**.

2. Customers are responsible for any additional fees assessed by the landfill for certain items such as appliances, mattresses etc.

3. The container rental includes use for up to the number of days allotted in the Customer Selected Package. If the container is kept longer the Customer agrees to pay **\$20.00 extra for each additional day**.

4. The customer may elect to have the container dumped as many times as necessary, during the rental period, at **the same rate as the original dumpster.** 

5. The customer is **NOT** allowed to relocate the dumpster on any property. If relocation is needed, a minimum fee of \$125.00 will be charged. The customer will be **fined \$175.00** if the dumpster is moved by an unauthorized person.

6. If we have a "dry run" trying to load the customer's dumpster, but we're unable to due to a locked gate, it's blocked in, or its contents are mounded higher than the container the customer will be charged **\$100.00 per dry run**.

7. Payment for all base fees as well as any known additional rental time or mileage fees will be due upon delivery of the container. Any additional fees due to overweight or other fees not paid upon delivery are due within 14 days of container pick up.

8. Any unpaid balance after 14 days will be charged a \$50 late fee.

9. If paying by check and the check is returned for insufficient funds from the banking institution the Customer will be charged a **\$35 Non-Sufficient Fund (NSF) Fee**.

10. If paying by credit/debit card, customers will be charged a 3.5% convenience fee.

11. Customer will be charged an additional \$4.00/Mile per mile over 20 miles of our shop (one way).

## **Dumpster Use:**

1. While dumpsters are in your possession, you will **NOT** place or allow to be placed into the dumpster:

- Substances hazardous to health such toxic or corrosive materials or liquids.
- Liquids of any kind whether contained or not.
- Medical waste or animal carcasses of any kind.
- Any material not listed above however considered unsuitable for containment e.g., hazardous waste: asbestos, paint, tires.
- Extremely heavy material such as rock, dirt, asphalt or concrete.

2. All materials shall remain within the confines of the dumpster and **shall not exceed the top or sides**. Every attempt shall be taken to equally disperse the weight of the refuse within the dumpster.

3. Customer will be liable for any loss or damage to rented equipment more than reasonable wear and tear. If excessive damage occurs, they will be billed for the full price of a replacement dumpster.

## Access and Ground Conditions:

1. The Customer will be responsible for the provision of free and suitable access to and from the delivery site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for delivery, placement, and removal of the dumpster. Premier Roll Offs LLC will not be responsible for any damage to your property, including any surface and Customers should therefore take steps to protect surfaces (e.g., paving slabs, soft ground) before delivery.

2. Should the container cause damage to concrete or asphalt during loading or unloading or any injuries result from said dumpster, Premier Roll Offs LLC shall not be responsible, and Customer agrees to hold harmless and indemnify Premier Roll Offs LLC from all claims or causes or actions relating to the dumpster and/or services provided to Customer.

3. Should the Customer fail to return the container, Premier Roll Offs LLC maintains the right to enter upon the premises where the container may be without notice and take possession of and remove it at the Customer's expense all without legal process, the Customer hereby waives any claims for damages from any such entry or removal.

4. Premier Roll Offs LLC is not liable for any personal or physical injury or harm caused by the dumpster while it is sitting on the customers property, or while it is being delivered to or removed from the customers property.

5. It is the customers responsibility to get HOA approval and any permits needed.

Customer agrees to all the above Terms and Conditions as outlined in this agreement.

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Customers Signature: \_\_\_\_\_\_(Customer or person representing the customer)

Date: