

A's Dumpster Rental Agreement

This Dumpster Rental Agreement ("Agreement") is made as of this date, _____, by and between A's Dumpster Rental LLC, ("Company"), and _____ representing the property at _____, ("Customer").

Company and Customer also may be individually referred to as "Party", and collectively as "Parties."

1. **Equipment Rental.** (a) 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.

(b) **Price.** Customer agrees to rent a dumpster from Company according to the price and fees set below and INCLUDES ONE dump fee. The rental period begins the day the dumpster is dropped off, unless otherwise granted by Company.

12-15 Yard Dumpster

Delivery Fee: \$ _____

Dump Fee: \$ _____

Projected Pickup Date: _____

(c) **Weight Limit.** Customer agrees to restrict tonnage to 2 tons for a 12-15yd. If Customer exceeds the relevant tonnage limit, Customer hereby agrees to pay an additional fee of \$45 per ton for each ton in excess of the limit for that dumpster.

(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) **Company Accessibility.** Customer agrees to provide unobstructed access to the dumpster on the day it is to be picked up. If the dumpster is inaccessible, Customer shall be charged for additional rental time at the rate of \$99 per day.

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 warrants and represents that the dumpster will not contain any hazardous materials and acknowledges that the disposal of such hazardous materials is strictly prohibited. For purposes of this Agreement, "hazardous materials shall mean any waste which is listed, has the characteristics of, or is otherwise identified as hazardous waste or subject waste under applicable state or federal laws or regulations, including but not limited to the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder). "Unacceptable material" shall mean any non-hazardous waste which is not permitted to be processed at a facility under applicable laws or permits, source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 and the regulations thereunder; asbestos-containing waste; mercury-containing waste; and any waste delivered by Customer which is not approved by Company. If Customer has any questions about whether a particular material is considered hazardous, please call the Company before disposing of the material in the dumpster.

(c) **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.

Trailers must NOT be moved by the customer at no point and time before, during or after the rental. If a trailer is needed to be moved, Customer must call Company and a dry run will be charged to have a truck respond and move.

Rental Fee includes ONE dump. If multiple dumps are needed, Customer

must call Company for an additional dump fee of \$250.

(d) **Consequences of Violating Regulations.** In the event that contents that are not allowed by this contract or any Federal, State, 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. **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.

4. **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.

5. **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.

6. **Amendment.** This Agreement may be modified only by an agreement in writing signed by the Parties hereto.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to the conflicts of law rules of such state.

8. **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.

9. **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.

10. **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.

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

COMPANY: A's Dumpster Rental LLC

CUSTOMER: