

## DUMPSTER RENTAL AGREEMENT

This Dumpster Rental Agreement ("Agreement") is made as of this date, \_\_\_\_\_, by and between DPM, Inc., doing business as DPM Trash Trailers, ("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 prices and fees set forth at the time of rental. The rental period begins the day the dumpster is dropped off, unless otherwise granted by Company.

(c) **Weight Limit.** Customer agrees to restrict tonnage to 1.5 tons for a 15yd dumpster. If Customer exceeds the relevant tonnage limit, Customer hereby agrees to pay an additional fee of \$85 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 daily rate of \$369.

### 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. The list of Prohibited Items is on the website and includes the following: Tires, Batteries, Chemicals and Hazardous Items, Animal Carcasses, Appliances, Asphalt, Dirt, Concrete of Red Brick, Roofing Materials, Paint and Flammable Liquids. 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.

(c) **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 Delaware, without regard to the conflicts of law rules of such state.

8. **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.

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

COMPANY: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'C. H. C.', is written over a light blue horizontal line.

CUSTOMER: \_\_\_\_\_