

Dumpster Rental Agreement



American Pride Dumpster Rentals

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Services Rendered-

American Pride Dumpster Rentals agrees to provide non-hazardous solid waste collection and disposal services as specified herein and customer agrees to make payments abide by the

terms and conditions of this agreement as specified herein.

Waste Material-

This agreement is for non-hazardous solid waste which can be disposed of at area non-hazardous solid waste landfills. Customers are responsible for ensuring that waste materials that are banned from landfill disposal are not placed in the rented dumpster and agrees to pay charges, including but not limited to those contained herein, if banned wastes are present in the rented dumpster. If any of these items are found in the dumpster, additional charges may be added. Some of the waste items which are banned from being placed in the dumpster are listed below:

1. Hazardous waste materials including, but not limited to, items that contain freon or chemicals
2. Tires
3. Propane tanks
4. Liquid of any kind, including paints or oils
5. TVs

6. Medical Waste
7. Automotive Batteries or fluorescent bulbs
8. NO Pallets UNLESS the whole dumpster is ONLY pallets

Additional Charges-

There are a select number of additional charges that American Pride Dumpster Rentals can and will assess if during service times. Some of the additional charge items are listed below:

1. If a customer moves a dumpster from where it is initially placed there will be a **\$100 charge**. Only our team has the authority to move a dumpster.

Dumpster Load Limits-

- Contents **must not exceed the top rim** of the dumpster in any circumstance.
- **Overloaded dumpsters will not be hauled** and will incur a fee of **\$100 + any rescheduling charges**, if the overloaded issue is not corrected by the customer at the

time of pickup. If our employee has to move items around in the dumpster in order to properly place the cover over it for proper hauling purposes, there will be a **leveling fee of \$50 charged**. Also, if we need to get **second dumpster (because there is too much waste)**, there will be a new **separate dumpster rental fee charged**.

- It is always in the best interest of the customer to not fill any dumpster past the top rim of the dumpster (there will also be a **sticker on the side of the dumpsters stating where the maximum loading level is**).

Access and Placement-

- Customer is responsible for ensuring there is clear access for delivery and pickup of the dumpster. There should be unobstructed access to equipment for American Pride Dumpster Rentals during all service times.

- If the dumpster cannot be delivered or picked up due to blocked access, a **\$75 trip fee will be charged.**
- Customer is also responsible for any permits required by their local authorities or any HOA approvals if necessary.

Damage Liability-

- The customer assumes full financial responsibility for any damage caused by trucks, dumpsters, or related equipment to pavement, curbs, driveways, landscaping, or any other surfaces or service areas during delivery, placement, or pickup. Customer agrees to defend, indemnify, and hold harmless American Pride Dumpster Rentals from and against any and all claims, damages, costs, or expenses, including but not limited to repair or replacement costs, arising from such damages.
- It is important to note that customers will be billed for any damages caused to the dumpster while in their possession.

Cancellation Policy-

- Cancellations made at minimum **24 hours or more in advance** before a scheduled delivery will receive a **Full Refund**.
- Any cancellations made **less than 24 hours prior to a scheduled delivery** will incur a **\$100 cancellation fee**.

Payments-

Customer agrees to make payments for any and all charges contained herein. If a credit card is initially used for payment, the customer agrees to allow American Pride Dumpster Rentals to charge subsequent charges and fees contained herein to the credit card. Customer agrees to make immediate payment for all fees and charges and to pay a **\$75 late fee, per month**, if payment is not received **beyond due date**. Customer also agrees, if necessary, to make immediate payment for all fees and charges and to pay a **1.5% annual interest** and all attorney fees, court costs, and lien processing fees for any and all past due balances.

Indemnification-

Customer agrees to indemnify and hold harmless American Pride Dumpster Rentals from any and all claims, damages, losses, or expenses resulting from the customer's use of the dumpster.

Governing Law-

This agreement shall be governed under the laws of the State of North Carolina.

Term-

Service under this agreement will commence on the delivery date and may be terminated by either party giving a days notice.

Acknowledgment & Signature-

By signing, you fully acknowledge that you have read, understood and agree to all terms and conditions stated above.