



## WASTE SOLUTIONS USA DUMPSTER RENTAL AGREEMENT

This **AGREEMENT** (“Agreement”) made as of the date Dumpster is requested and is by and between **WASTE SOLUTIONS USA, LLC**, a Texas limited liability company (herein referred to as “Waste Solutions USA”) and You, either individually or as authorized agent and/or Contractor, as set forth as disclosed to **WASTE SOLUTIONS USA**, upon request of Dumpster (sometimes referred herein as “You” and/or “**Customer**”). Any individual agreeing to this Rental Agreement represents and warrants that he/she is of legal age and has the authority and power to sign this Rental Agreement on behalf of **Customer**.

**Customer** has requested that **WASTE SOLUTIONS USA** deliver a roll-off dumpster(s) (“Dumpster”) to the below address (“Site”). **Customer** understands that **WASTE SOLUTIONS USA** will use reasonable, safe and customary precautions at delivery and removal of the Dumpster at Site. **Customer** hereby assumes all responsibility for any damage that may result to the Site, including but not limited to any driveway, sidewalk, yard or other improvements thereon during delivery and removal of the Dumpster. **Customer** assumes all responsibility, liability and obligations and shall hold harmless and indemnify **WASTE SOLUTIONS USA**, for all fines, charges, liabilities, expenses, fees of environmental professionals and reasonable attorney’s fees in connection with this **Agreement** including any action that may arise while the Dumpster is located at Site.

### **Contractor:**

If You have ordered a Dumpster as a “Contractor”, **Customer** has requested that **WASTE SOLUTIONS USA** deliver a Dumpster at the drop-off address made in such request (“Site”). **Customer** hereby acknowledges, represents and warrants that **Customer** has permission from the Property Owner of the Site (“Property Owner”) to enter into this **Agreement** and have the Dumpster placed on and at Site. **Customer** and Property Owner hereby assume all responsibility for any damage that may result to the Site, including but not limited to any driveway, sidewalk, yard or other improvements thereon during delivery and removal of the Dumpster. **Customer** and Property Owner assume all responsibility, liability and obligations and shall hold harmless and indemnify **WASTE SOLUTIONS USA**, for all fines, charges, liabilities, expenses, fees of environmental professionals, and reasonable attorney’s fees in connection with this **Agreement** including any action that may arise while the Dumpster is located at Site.

### **Loading/Unloading Terms & Conditions:**

DO NOT LOAD ABOVE THE TOP RIM OF THE DUMPSTER. **Excessively overloaded** material(s) will not be removed by the Driver. Upon rejection of the Dumpster (for overloading or otherwise), **Customer** will be advised that the Dumpster is not safe to be hauled in such conditions. Customer and WASTE SOLUTIONS USA will work to remedy a solution.

Use caution if operating the Dumpster’s door(s). Keep children out of/away from the Dumpster. **WASTE SOLUTIONS USA** assumes NO RESPONSIBILITY, AND **CUSTOMER WAIVES ALL LIABILITIES** for injuries, to any person, sustained while in, around or loading Dumpsters by **Customer** or other parties or that may arise while the Dumpster is located at Site.

Dumpster, its condition, and use shall be **Customer**’s sole responsibility following delivery and prior to pick up. **WASTE SOLUTIONS USA** accepts no responsibility or liability for the contents of the Dumpster.

### **General Terms and Conditions of Dumpster:**

The quoted rate includes seven (7) days of Dumpster rental cycle. **Customer** acknowledges and understands that rental cycle begins on the day of delivery, and service can occur anytime throughout the day. Beginning the eighth (8<sup>th</sup>) day, there will be a rental charge per dumpster of \$5/day for each additional day of use. **Customer** understands that every time each dumpster is serviced, **Customer** will be charged the quoted fee provided by **WASTE SOLUTIONS USA** for that specific dumpster. Upon servicing and return, the dumpster’s rental cycle resets.

**Customer** acknowledges and understands the quoted rate is for a ten (10) ton limit per each individual Dumpster load. Should said Dumpster weigh in excess of ten (10) tons, **Customer** agrees to an OVERLOADED fee charged back to **Customer**, in the amount of One Hundred and no/100 Dollars (\$100.00) for each additional ton.

**Customer** agrees to a SCRAPE OUT fee charged back to **Customer**, in an amount of One Hundred and no/100 Dollars (\$100.00), in the event contents added by **Customer** leave the Dumpster coated/sticky/contaminated/stained/having foul odor.

**Customer** agrees to a DRY RUN fee charged back to **Customer**, in an amount of One Hundred and no/100 Dollars (\$100.00), in the event Driver has waited fifteen (15) minutes, and the Dumpster remains overloaded, is not available, not accessible or in an unsafe condition for pickup or removal. **WASTE SOLUTIONS USA** may email a time picture from the Driver to evidence any issue or inability to pick up the Dumpster.

**Customer** agrees to a RELOCATION fee charged back to **Customer**, in an amount of One Hundred and no/100 Dollars (\$100.00), in the event **Customer** initiates a request for onsite Dumpster relocation. **IF DUMPSTER(S) IS MOVED BY CUSTOMER OR ANYONE WHILE DUMPSTER IS ON SITE, PROPER HANDLING IS EXPECTED AND NO DAMAGE MUST BE CAUSED TO DUMPSTER. Any damage(s) caused to dumpster(s) (except reasonable wear and tear) by customer, contractor or anyone while dumpster is being rented by customer will be charged back to customer. WASTE SOLUTIONS USA shall have the right to immediately repossess the Dumpster(s), without any liability to Customer, in the event unreasonable damage caused.**

**WASTE SOLUTIONS USA**, upon **REASONABLE AND TIME ADVISEMENT BY Customer** request **AND OBTAINMENT OF PROPER PERMITS AND/OR LICENSES** shall accept hazardous material including, but not limited to any of the following: tires, batteries, liquid paint, liquid waste, solvents, paint thinners, motor oil, used oil filters, medical waste, asbestos, propane tanks, gas tanks, gas cylinders, freon tanks, hazardous waste, radioactive waste, corrosive waste, ignitable waste, toxic waste, explosives and appliances containing freon (i.e., refrigerators, freezers and/or air conditioning units) (“Hazardous Waste”).

**Customer** shall indemnify and hold **WASTE SOLUTIONS USA** harmless against any claim for any material placed in Dumpster in violation of any Applicable Environmental Laws. As used herein, the term “Applicable Environmental Laws” means any applicable federal, state or local laws, rules or regulations pertaining to health or the environment, or petroleum products, or radon radiation, or oil or hazardous substances, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), the Resource Conservation and Recovery Act of 1976 (“RCRA”), the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Material Transportation Act, 49U.S.C.6901 et seq., as amended, the Federal Water Pollution Control Act, 33U.S.C.25 et seq., as amended, the Clean Air Act, 42U.S.C.741 et seq., as amended, the Clean Water Act 33U.S.C.7401 et seq., as amended, the Toxic Substances Control Act, 15U.S.C.2601-2629, as amended, the Safe Drinking Water Act, 42U.S.C.300f-300j, as amended, and the Federal Emergency Planning and Community Right-To-Know Act of 1986, as amended.

**WASTE SOLUTIONS USA** shall not be liable for property damage done to the Site or property not owned by **Customer** or your customer, if **Customer** is a Contractor. **WASTE SOLUTIONS USA** will not deliver the Dumpster if cannot perform service on property, **Customer**’s property, or public property, in our sole discretion. **Customer** must have a property damage liability waiver form signed by the Property Owner, prior to any attempt to place Dumpster across property lines.

**Customer** may be required to have a parking permit/license by local municipality, governmental entity, or association for placements of Dumpsters at certain locations, i.e., on the street. **WASTE SOLUTIONS USA** is not liable for any fines, fees, penalties or citations as a result of **Customer**’s noncompliance with local ordinances or failure to procure such permit/license, and **Customer** hereby agrees to comply with all ordinances, laws, rules and requirements for rental and placement of Dumpster, and **Customer** is hereby liable for any citations/fines.

**Payment Terms & Conditions:**

**Customer** agrees to pay **WASTE SOLUTIONS USA** for all dumpster rental services described on this contract under “Specific payment terms and instructions.”

The Title to Dumpster furnished on this order remains solely vested in **WASTE SOLUTIONS USA**. This Rental Agreement is not a contract of sale, and title to the Dumpster shall at all times remain with **WASTE SOLUTIONS USA**. Unless covered by a specific supplemental agreement signed by **WASTE SOLUTIONS USA**, **Customer** has no option or right to purchase the Dumpster. **Customer** shall keep the Equipment free and clear of all mechanics and other liens. In the event that any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this **Agreement** shall be construed as not containing such provision and the invalidity of such provision shall not affect other provisions which are otherwise lawful and valid and shall remain in full force and effect.

This **Agreement** shall not be modified or amended except in writing and signed by **Customer** and **WASTE SOLUTIONS USA**. This **Agreement** and its terms and conditions are the binding authority between you, the **Customer**, and **WASTE SOLUTIONS USA**, for all Dumpster services. The validity, interpretation, enforcement and effect of this **Agreement** shall be governed by and construed in accordance with the Laws of the State of Texas. **Customer** hereby irrevocably consents to the Jurisdiction of the Courts located in Harris County, Texas, for any suit brought or action commenced in connection with this **Agreement**. **Customer** represents that entering into this **Agreement** constitutes sufficient minimal contact with Harris County and the State of Texas, for the purpose of conferring jurisdiction upon the federal and state courts presiding in such county and state. Nothing herein shall limit the jurisdiction of any other court, but **Customer** agrees not to contest or challenge venue of any such courts located in Harris County, Texas.

By signing this **Agreement** below, you, the **Customer**, hereby agree and are bound by these terms and conditions.

Today's Date: \_\_\_\_\_ Today's Time: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_

Date of Removal: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Phone Number(s): \_\_\_\_\_

Customer Email: \_\_\_\_\_

Address/Site: \_\_\_\_\_

Specific payment terms and instructions:

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**Customer Signature:** \_\_\_\_\_