

# Spotless Dumpster Rental

(503) 505-3883

SpotlessDumpsterRental.com

## Dumpster Rental Contract

### Terms & Conditions:

#### Pricing & Payments:

- 1). Customer agrees to pay (base fee) for the selected dumpster. The Customer Pays for their entire dump fee. Dump Fee is \$0.08/pound or \$160.00/ton. A 2.9% card processing fee will apply to the disposal fee.
- 2). Customer is responsible for any additional fees assessed by the landfill for certain items such as tires, appliances, etc.
- 3). The container rental includes use for your paid days. If the container is kept longer than your paid for days, there will be an additional fee per day.
- 4). Payment for all base fees as well as any known additional rental time will be due upon scheduling of the dumpster and before delivery. Any additional fees due to overweight or other fees not paid upon delivery are due within 3 days of container pick up.
- 5). Spotless Dumpster has the right to place the payment option provided on file with our processing system for additional charges.
- 6). Any unpaid balance after 3 days will start to accrue 15% interest from the date of container pick up until paid in full. There will be a minimum of a \$25 late fee.
- 7). If on pickup, the dumpster is overloaded in a manner that is unsafe for transport or exceeds our weight capacity of 7,000#, an overload fee of \$225.00 will be applied and all material will be removed to ensure safe transport of the container.
- 8). If the dumpster cannot be delivered or picked up, due to overloading or blocked access, a dry run fee of \$225.00 will be applied.

#### Dumpster Use:

1) While refuse dumpsters are in your possession, you will **NOT** place or allow to be placed into the dumpster: - Substances hazardous to health such as **toxic or corrosive materials** or liquids.

- **Liquids of any kind** whether contained or not.

Cans, drums or other container of any kind unless emptied and crushed and incapable of carrying any liquid.

- **Medical waste or animal carcasses of any kind.**

- Any material not listed above however considered unsuitable for containment e.g. malodorous waste: asbestos, paint, tires, gas bottle, fluorescent tubes, light bulbs, vehicle batteries, household appliances such as but not limited to refrigerators, conventional ovens, microwave ovens, washer, dryer.

- **Extremely heavy material such as rock, dirt, or concrete.** Please let us know and we can help you dispose of such heavy items in a more efficient manner.

2) Customer shall be liable for any damage(s) to rented equipment in excess of reasonable wear and tear.

3) Spotless Dumpster Rental will not be held liable for any personal or bodily harm caused by being in or around the dumpster.

#### Access and 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. No responsibility will be accepted for the damage to any surface, or structure, and you should therefore take steps to protect surfaces (e.g. paving slabs, soft ground).

2) Should the Customer fail to return the dumpster, Spotless Dumpster 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.

## Waste Materials

- 1) Prior to the load being picked up and accepted at the waste facility, the customer owns the entirety of the waste in the container.
- 2) Customer warrants that the waste or materials delivered to Contractor hereunder will not contain any hazardous, asbestos containing material, toxic, radioactive, or any other substance prohibited by applicable federal, state, or local, laws or regulations. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, costs, attorneys fees, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property or the environment arising out of breach of the warranty stated above. The warranties and indemnities contained herein shall survive the termination of this agreement
- 3) **All suspect construction materials must be tested by a licensed testing firm** for asbestos prior to being placed into the dumpster. In the event the load was not properly tested Spotless Dumpster has the right to refuse disposal of the load and to return the load to the customer. Any costs related will be billed to the customer.
- 4) The customer is fully responsible for any fees assessed by Metro and its associated abatement companies In the event the dumpster has an illegal asbestos load that is dumped at the Metro facility.

## Agreement

- 1) Customer agrees to indemnify and hold harmless Spotless Dumpster 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 contract, 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.
- 2) 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.
- 3) Additionally, Spotless Dumpster is not responsible for any Fines, Repercussions, environmental issues or any and all other issues that arise from the disposed of contents even after the rental term has been closed.