

## ***Dumpster Rental Agreement***

### ***Terms and Conditions***

Customer grants to EMS Disposal LLC., a Michigan company, conducting business under hereafter (Company) the right to manage the collection and disposal of the Customer's non-hazardous solid waste materials, recyclables and/or construction materials and Company agrees to provide such services to customer.

**TERM:** All terms and condition of this agreement shall be in full force through the duration of the dumpster rental and until all charges have been paid to the company, which may include but not limited to late fees, damages, over tonnage fees or extra-days fees. This agreement shall be in full force and remain in effect for all future rentals by the Customer.

**RENTAL PERIOD AND OVERAGE:** The "Rental Period" is defined as 7 days from the day the dumpster has been delivered at the Customer's desired location. "Overage" is defined as a period of time in excess of 7 days from the day of delivery and the "Overage" shall end on the day of dumpster pickup. Overage is subject to a \$10 per day fee.

i.e., The dumpster was delivered on October 1<sup>st</sup> and was picked up on October 10<sup>th</sup>, the total duration was 10 days. The Customer has an Overage of 3 Days exceeding the "Rental Period" of 7 days; thus Customer shall pay \$30 for the 3 extra days of rental.

If the Overage Period exceeds 23 days, the Company, in its sole discretion, may elect to pick up the rented dumpster with or without written or verbal notice to the Customer.

**PRICING:** The Customer agrees to pay the agreed upon price at the time of placing the order, exclusive of fees that may be imposed to the Customer, which include but are not limited to extra-day fees, over tonnage fees, fines, and / or penalties imposed on the Company due to Customer's neglect, willful or otherwise and / or inability to adhere to the Terms and Condition herein.

**WEIGHT LIMIT AND OVERAGE:** The amount paid for the dumpster rental is subject to weight limitations, as specified for select dumpster. Exceeding the weight limit will result in an additional charge of \$55 per ton over included tonnage, due and payable by the Customer, upon receipt of the invoice. The minimum charge being \$55 regardless of weight overage amount.

IE: Customer rents a 20-yard dumpster with 4 tons included in your rate; the container comes back at 6 tons of weight. You will pay an additional \$55 per ton for the extra 2 tons. Your total overweight charge will be \$110.

**PAYMENTS AND CHARGES:** Customer hereby authorizes Company to charge the card on file for any and all charges, including, but not limited to the initial charge, weight overages, extra day(s) fees, fine, and / or penalties imposed on the Company due to Customers neglect, willful or otherwise and / or inability to adhere to the Terms and Condition herein. Due to the volume of invoices processed daily, we are unable to call customers prior to charging their card for any fees associated with the dumpster. Company shall charge the card on file and email an itemized paid invoice to the customer.

**CANCELLATION AND RESCHEUDLING:** To avoid additional fees, Customer must cancel and or reschedule service one business day prior to the requested service date. If order(s) are cancelled or rescheduled on the same day of service, the Company mayimpose a \$125 fee to the Customer.

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**WASTE MATERIALS:** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes and pollutants; contaminants; infectious waste; medical and biological wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state and local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company and its contractors from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in Waste Materials. Customer hereby acknowledges that they may use the dumpster to dispose of mattresses, and other furniture, however the Company will incur additional charges from the landfill, the Customer agrees to pay for those charges imposed on the Company. Customer agrees NOT to dispose the following items and assumes all fees and fines resulting of disposing of such items:

- Aerosol cans
- All liquids
- Barrels
- Batteries
  
- Brick
- Concrete
- Rock
- Dirt
  
- Chemical products
- Computers
- Contaminated Oils (mixed with solvents, gasoline, etc.)
- Fluorescent tubes
  
- Food Waste
- Hazardous waste
- Herbicides & pesticides
- Industrial waste
- Lubricating/hydraulic oil
- Medical and biological waste
- Monitors
- Motor oil
- Oil filters
- Other flammable liquids
- Paint (except completely dried latex paint cans, no liquids)
- Petroleum-contaminated soil/lead paint chips
- Propane tanks
- Radioactive material
- Railroad ties
- Solvents
- Televisions
- Tires
- Transmission oil
- Animals
- Antifreeze
- Appliances
- Asbestos
- Microwaves

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**USE:** Customer shall use the equipment only for its proper and intended purpose and should reasonably avoid overloading the equipment (by weight or volume), move, or alter the equipment. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company or its contractor's handling of the equipment).

**ACCESS:** Customer shall provide safe, unobstructed access to deliver the equipment on the scheduled delivery and unobstructed access to collect the equipment. Company may charge an additional fee of \$125 for any additional collection service required by Customer's failure to provide access.

**PICKUP:** The Customer MUST request a pickup. Customer shall ensure the door of the dumpster is closed, no material is sticking above dumpster and the dumpster is ready for pickup when the driver arrives. If the Company and its employee(s) deem that the container is unsafe and / or if the dumpster is not ready for pickup, the Customer shall pay a fee of \$125 for the trip charge.

**WAIT TIME:** If the driver must wait on site for any reason and at no fault of the Company, the Customer shall pay the Company \$25 for every 15 minutes of wait time.

**DIMENSION VARIANCE:** The Customer understands that the dimensions of the dumpster advertised online may vary from what is delivered, however, the volume of the dumpster shall not be less than what the Customer ordered.

i.e.: The Customer rents a 10- yard dumpster and with advertised dimensions of 8' wide x 11' long x 3.5' tall, however, the Company delivers a 8' wide x 10' long x 4' tall dumpster.

**DAMAGE TO DRIVEWAY:** Customer agrees that excluding any damage caused intentionally or due to gross negligence, Company, or the Company's employees shall not be responsible for any damages to Customer's pavement, curbing, landscape, lawn and / or other driving surfaces resulting from Company or its employee providing service(s) at Customer's location, including location not owned by the Customer.

**DELIVERY:** The Company shall attempt to deliver the container at the date and time the customer requests. The customer shall hold harmless the company for any delay caused by the company's inability to deliver said dumpster to Customer's desired location. The Company does not take any responsibility for any loss, whether monetary or otherwise, damages, claims, or any penalties imposed that the Customer may incur due to the container not being delivered on the date and time of Customer's request.

**HOLD HARMLESS:** Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment.

**ATTORNEYS' FEES:** If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

**EXCUSED PERFORMANCE:** Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and other acts of God, shall not constitute a breach of this Agreement.

**TITLE:** Company and or its contractors shall acquire title to Waste Materials when they are loaded into the Company's or Company's contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company or its contractors.

**MISCELLANEOUS:** This Agreement sets forth the entire agreement of the parties and supersedes all

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prior agreements, whether written or oral, that may exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. Customer agrees that it shall not engage in any business activity with any other waste/recycling company that employs a former employee of Company for a period of two years after the termination of this Agreement. If any provision of this agreement shall be invalid, illegal, or unenforceable, it shall be modified to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this agreement shall not in any way be affected thereby. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan. Customer consents to personal jurisdiction and venue in the courts for the County of Macomb, State of Michigan.

By completing the purchase of said rental equipment, I (customer) hereby agree to the terms and conditions herein.