

# Cassel Hauling

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## Dumpster Rental Contract



### Terms & Conditions:

I, \_\_\_\_\_ (Customer requesting service) agree to the following terms and conditions for the rental of described services.

#### **1. Pricing & Payment:**

1. Customer agrees to pay \$\_\_\_\_\_ (base fee) for the \_\_\_\_\_ yd. container which Includes up to \_\_\_\_\_ tons of materials as well as any overages incurred due to overloading or additional days requested by the customer. The containers include up to \_\_\_\_\_ tons, however due to strict weight limitations as well as associated dump fees any additional materials will be billed at \$\_\_\_\_\_ per ton above \_\_\_\_\_ tons, up to 5 tons, and \$150.00 per ton over 5 tons.
2. Customer is responsible for any additional fees assessed by the landfill for certain items such as tires, appliances, etc.
3. This container rental includes use for up to \_\_\_\_\_ days. If a container is kept for longer than \_\_\_\_\_ days there will be an additional fee of \$5.00/day.
4. Payment for all base fees as well as any known additional rental time will be due upon delivery of the container. Any additional fees due to over weight or other fees not paid for upon delivery are due within 7 days of container being picked up.
5. Any unpaid balance after 7 days will start to accrue 15% interest from the date of pickup until paid in full. There will be a **minimum of a \$25.00 late fee.**

#### **2. Use of Dumpsters:**

1. While refuse dumpsters are in your possession, you will **not**:
  1. place or allow to be placed into the dumpster:
    1. substances hazardous to health such as **toxic or corrosive materials** or liquids;
    2. any **liquids of any kind** whether contained or not;
    3. cans, drums or other containers of any kind unless they are empty and crushed; so incapable of carrying any liquid;
    4. **medical waste of animal carcasses of any kind** or quantity;
    5. any other material not listed above however considered unsuitable for containment e.g. malodorous waste; Including but not limited to: asbestos, paint, tires, gas bottle, fridges, freezers, TVs, fluorescent tubes, light bulbs, vehicle batteries, computer monitors, liquids and solvents.
    6. **Extremely heavy materials such as dirt, rock, or concrete.** Please let us know and we can help you dispose of such heavy items in a more efficient manner.
2. Fill any dumpster higher than the top of its sides and in such a manner as to prevent spillage of material from the refuse dumpster either while stationary or in transit.
3. Light fires in the dumpster;
4. Customer is responsible for any damages to the container other than normal wear and tear while it is in the customer's possession.

#### **3. Access and Ground 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 the delivery, placement and removal of the dumpster. No responsibility will be accepted for the damage to any surface and you should therefore take steps to protect surfaces (e.g. paving slabs, soft ground) before delivery.
2. **REPAIRS OF DAMAGE TO STRUCTURES OTHER THAN CONTAINER:**  
Should the container cause damage to the concrete or asphalt during loading or unloading, Cassel Hauling is only responsible if this is due to our negligence. We have specifically identified that heavy containers may cause damage and that the placement of these heavy containers is the site manager's responsibility in determining a suitable placement to minimize the sites exposure to this type of damage.
3. Should the Customer fail to return the container, Cassel Hauling 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 waving any claims for damages from any such entry, taking, or removal.

**4. Guarantee of Payment:** In the event of a voluntary or involuntary petition for bankruptcy or receivership filed by or against the Customer, the rental agreement shall be terminated on the filing date, and the equipment shall be returned to Cassel Hauling, and all unpaid rents shall be paid by the undersigned. The customer's signature on this rental agreement will constitute both their corporate and personal guarantee to Cassel Hauling that it's invoices will be paid in full, including any overages or penalties incurred.

I, \_\_\_\_\_ agree to all of the above terms and conditions.

Date: \_\_\_\_\_