



New Dumpster Rental

Customer Information	
Full Name	
Address of Rental	
Telephone Number	
Number of Days	<input type="checkbox"/> 2 Days <input type="checkbox"/> 3-5 Days <input type="checkbox"/> 7 Days
Date of Drop-off	
Date of Pick-up	

Checklist	Customer Initials
<input type="checkbox"/> DO NOT under any circumstances move the bin. If you need it moved, JRS must be contacted and a relocation charge of \$75 will be charged.	
<input type="checkbox"/> No hazardous materials in the bin. i.e. paint, car batteries, aerosols, lighters, explosives, tires, fluorescent light bulbs, etc. \$30 charge per item for infractions.	
<input type="checkbox"/> Please do not fill past the top of the dumpster. Per law JRS Dumpster Rentals must be able to tarp the load before transporting.	
<input type="checkbox"/> 2 Ton max (4,000 lbs.), overage will be \$55 per ton over the first 2 tons.	
<input type="checkbox"/> Customer is responsible for the bin during rental. Customer and/or customers insurance will be liable for loss revenue and replacement value.	
<input type="checkbox"/> Dumpster must be unobstructed at the time of pickup. Any delay or inaccessibility to the bin will result in a \$100/day charge.	

Dumpster rental Agreement

This dumpster rental agreement is made as of this date

By and between JRS Dumpster Rentals, having its principle place of business at 154 Woodfield Grn. Danville, IN 46122, and

Representing the property located at

1. Equipment Rental, (a) Customer certifies that he or she is either the property owner, has power of attorney for the property owner, or is the licensed contractor/broker for the property. Customer may not sublet the dumpster for any reason.

(b) **Price,** Customer agrees to rent a bin from JRS Dumpster Rentals according to the price and fees set below and **INCLUDES ONE** dump fee. The rental period begins the day the dumpster is dropped off, unless otherwise granted by JRS Dumpster Rentals.

14-Yard Dumpster

2 Day: \$350

3-5 Day: \$375

7 Day: \$400

20-Yard Dumpster

2 Day: \$375

3-5 Day: \$400

7 Day: \$425

Additional Days Past 7 Days: \$10/Day

(c) **Weight Limit**, Customer agrees to restrict tonnage to 2 tons (4,000 lbs). If customer exceeds the relevant tonnage limit, customer hereby agrees to pay an additional fee of \$55 per ton for each ton in excess of the limit of the bin.

(d) **Placement of Dumpster**, Customer warrants and represents that any location provided by Customer for the dumpster is sufficient to bear the weight and size of the dumpster and any vehicle required to transport the dumpster. JRS Dumpster Rentals shall not be responsible for any damage to the pavement or any other road surface material, lawns, fences, shrubbery, septic systems, private well, or any other form of property damage.

(e) **Company Accessibility**, Customer agrees to provide unobstructed access to the dumpster on the day it is to be picked up. If the dumpster is inaccessible, Customer shall be charged for additional rental time of the rate of \$100 per day.

2. Content Regulations, (a) Customer is fully responsible for the container and is the rightful owner of the containers contents until the container is dumped and the contents accepted by the prospective disposal facility.

(b) **Hazardous and Unacceptable Material Prohibited**, Customer warrants and represents that the dumpster will not contain any hazardous materials and acknowledges that the disposal of such hazardous materials is strictly prohibited. For purpose of this Agreement, hazardous materials shall mean any waste which is listed, has the characteristics of, or is otherwise identified as hazardous waste or subject waste under applicable state or federal laws or regulations, including but not limited to the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder). Unacceptable materials shall mean any non-hazardous waste which is not permitted to be processed at a facility under applicable laws or permits, source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 and the regulations thereunder; asbestos-containing waste; mercury-containing waste; and any waste delivered by Customer which is not approved by JRS Dumpster Rentals. If Customer has any questions about whether a particular material is considered hazardous, please call JRS Dumpster Rentals before disposing of the material in the dumpster.

(c) **Required for Pickup,** Debris may NOT extend above the top edge of the dumpster. The tarp MUST be able to roll completely over the top WITHOUT OBSTRUCTION. The end doors MUST be CLOSED and secured before it can be removed. Overfilled or unprepared dumpsters will be brought into compliance at Customer's expense.

Dumpsters must NOT be moved by the customer at any point and time before, during or after the rental. If a dumpster is needing moved, Customer must contact JRS Dumpster Rentals and a dry run charge will be applied in the amount of \$75 per relocation.

Rental fee includes ONE dump. If multiple dumps are needed, Customer must contact JRS Dumpster Rental for additional dumps at a charge of \$200 per extra dump.

(d) **Consequences of Violating Regulations,** In the event that contents that are not allowed by this contract or any Federal, State, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the customer at the customer's expense.

3. **Permits, Approval, and Fees,** Customer shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction therewith.

4. **Indemnification,** Customer agrees to indemnify and hold JRS Dumpster Rentals 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 warranty, or non-fulfillment of any representation, warranty, covenant or agreement of or by Customer in the Agreement. This provision shall survive the termination of this Agreement.

5. **Entire Agreement,** 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 hereof.

6. **Amendment**, This Agreement may be modified only by an agreement in writing signed by the Parties hereof.
7. **Governing Law**, This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, without regard to the conflicts of law rules of such state.
8. **Severability**, Customer agrees that each provision contained in the Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions or part thereof contained in the Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or parts or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with the then applicable law.
9. **Waiver**, A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be constructed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.
10. **Notice**, Any notice required or permitted to be given under this Agreement shall be sufficient only if in writing and if sent by United States mail, certified, return receipt requested, postage prepaid, to the Parties at the addresses set forth in the first paragraph of this Agreement.

IN WITNESS WHEREOF, the Parties have hereof executed the Agreement as of the date first above written.

COMPANY:

CUSTOMER:

JRS Dumpster Rentals
Richard B Scott II