

**THE  
TERMS &  
CONDITIONS****THANK YOU  
FOR RENTING A  
DUMPSTER FROM  
AMERICA'S BIN COMPANY****THE PROCESS OF RENTING A DUMPSTER FROM ABC IS AS EASY AS 123.**

PLEASE READ ALL DETAILS.

**CONTRACT INFORMATION****DUMPSTER RENTAL AGREEMENT**

This Dumpster Rental Agreement ("Agreement") is entered into by and between Americas Bin Company, Inc. ("Company") and the undersigned customer ("Customer") as of the date of acceptance by the Customer.

**1. Permits and Access****Permit Obligations**

The Customer is exclusively responsible for obtaining all necessary permits and approvals required by local, municipal, state, or federal authorities for the placement and use of dumpsters at the designated site. The Customer shall provide copies of all permits to Americas Bin Company, Inc. prior to delivery. Any and all costs, fees, penalties, or fines associated with the acquisition, maintenance, or failure to obtain such permits, including any citations or impoundment actions, shall be borne solely by the Customer.

**Site Access**

The Customer shall ensure and provide unobstructed, safe access to the designated site for the purpose of delivering, placing, servicing, and retrieving the dumpster. The Customer acknowledges that failure to provide such access may result in service delays or the inability to deliver or retrieve the dumpster. In the event that Americas Bin Company, Inc. is unable to perform the service due to inadequate access or any other reason attributable to the Customer's site conditions, the Customer agrees to pay a wait charge of \$250.00 per twenty (20) minutes of delay.

**Indemnification**

The Customer agrees to indemnify and hold harmless Americas Bin Company, Inc. from any claims, liabilities, or expenses arising from the Customer's failure to obtain the necessary permits or provide adequate access to the site.

**2. Liability and Site Preparation****Release of Liability**

The Customer hereby releases and holds harmless Americas Bin Company, Inc., its officers, employees, agents, and subcontractors from any and all claims, demands, damages, or causes of action arising out of or related to any damage to the Customer's property. This includes, but is not limited to, damage to driveways, sidewalks, landscaping, lawns, sprinkler systems, underground structures, utility lines, overhead wires, trees, fences, gates, curbs, and any other structures or features on or

adjacent to the site, caused by or resulting from the delivery, placement, or removal of dumpsters, irrespective of foreseeability. The Customer agrees to provide evidence of adequate insurance coverage for any potential damages.

#### Site Preparation Responsibility

The Customer shall be solely responsible for preparing the site to ensure it is suitable for the delivery, placement, and removal of the dumpster. This responsibility includes, but is not limited to, ensuring that the site is free from obstructions, properly leveled, and capable of supporting the weight of the dumpster and its contents. The Customer assumes all risks, liabilities, and costs associated with the site conditions and agrees to indemnify, defend, and hold harmless Americas Bin Company, Inc. from any and all claims, liabilities, or damages arising out of or related to inadequate site preparation.

#### Access and Safety

The Customer shall ensure and maintain safe and unobstructed access to the site at all times for the delivery and retrieval of the dumpster. Americas Bin Company, Inc. shall not be liable for any incidents, accidents, or damages arising from inadequate access or unsafe site conditions. The Customer assumes full responsibility for any damages or injuries resulting from such conditions and agrees to indemnify and hold harmless Americas Bin Company, Inc. from any related claims.

### 3. Placement and Loading

#### Placement Requirements

The Customer shall ensure that the dumpster is placed on a hard, level surface capable of supporting its weight when fully loaded. The Customer acknowledges that the weight of a fully loaded dumpster may cause wear, cracking, or other damage to surfaces, including asphalt, concrete, or other materials on which the dumpster is placed. The Customer assumes all liability for any such damage and agrees that Americas Bin Company, Inc. shall not be held responsible for any wear or damage to the placement surface or surrounding areas arising from the dumpster's use.

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#### Loading Restrictions

The Customer agrees to load the dumpster in compliance with the height and weight restrictions specified by Americas Bin Company, Inc. The contents of the dumpster must not exceed the top edge of the container. Americas Bin Company, Inc. reserves the right to refuse to haul any dumpster that exceeds these restrictions. Should such refusal occur, a service charge of \$250.00 shall be applied to the Customer's invoice. The Customer agrees to cover any costs associated with reloading or transferring excess materials.

#### Material Responsibility

The Customer assumes full responsibility for all materials deposited in the dumpster, regardless of origin, including any acts of nature that may add to the contents. The Customer shall be liable for any and all costs associated with the disposal of such materials. In the event that hazardous materials are discovered in the dumpster, the Customer shall bear full

responsibility for the remediation and lawful disposal of such materials. The Customer must immediately notify Americas Bin Company, Inc. if hazardous materials are present. All costs associated with the handling, remediation, and disposal of hazardous materials shall be assessed and added to the Customer's invoice.

#### Cancellation and Dry Run Fees

Cancellations must be made at least 24 hours in advance of the scheduled service. Cancellations made after this period shall incur a cancellation fee of \$150.00. In the event that the driver has commenced the service route and the service cannot be completed due to conditions attributable to the Customer, a dry run fee of \$250.00 shall be assessed and added to the Customer's invoice.

#### 4. Payment and Fees

##### Payment Terms

Payment in full is required prior to the delivery of services. Any invoice remaining unpaid for more than five (5) days from the date of issuance shall be deemed in default.

##### Default Charges

In the event of default, the Customer agrees to pay a charge of \$1,000.00 per invoice, which does not include any additional legal fees incurred in the collection of the outstanding balance. Such legal fees shall be separately assessed and added to the Customer's invoice.

##### Late Fees

A late fee of fifteen percent (15%) per month shall be assessed on any outstanding balance, calculated monthly from the date of default until payment is received in full.

##### Overweight Fees

The Customer acknowledges and agrees that any weight placed in the dumpster exceeding the specified limits set forth in this agreement will result in the assessment of overweight fees. These fees shall be calculated at a rate of \$100.00 per ton, plus applicable taxes. The Customer accepts full responsibility for all overweight fees incurred due to the disposal of materials exceeding the weight limits. Such fees shall be added to the Customer's invoice and are due and payable upon receipt. The Customer agrees to indemnify and hold harmless Americas Bin Company, Inc. from any claims or liabilities arising from the imposition of overweight fees. Americas Bin Company, Inc. reserves the right to conduct random inspections to ensure compliance with weight limits. The Customer is encouraged to monitor and ensure compliance with the weight limits to avoid the imposition of overweight fees.

##### Additional Fees and Ancillary Charges

The Customer agrees to be responsible for any additional fees and ancillary charges incurred during the rental period. These charges may include, but are not limited to, fees for the disposal of prohibited materials identified in the dumpster. Specifically, the discovery of any tires, paint cans, or railroad ties in the dumpster will result in a charge of \$50.00 per item. The Customer acknowledges and

agrees that such fees will be added to the Customer's invoice and shall be due and payable immediately.

## 5. Rental Period

### Standard Rental Term

The rental term for the dumpster is seven (7) consecutive days, commencing on the date of delivery. The Customer is required to notify Americas Bin Company, Inc. prior to the expiration of this period regarding their decision to either arrange for the removal of the dumpster or to extend the rental term.

### Automatic Extension and Charges

In the event that the Customer fails to provide such notice before the end of the initial rental period, the rental term shall automatically be extended at a rate of \$50.00 per day. All charges associated with the automatic extension shall be assessed and added to the Customer's invoice.

### Customer Responsibility

Although Americas Bin Company, Inc. will make reasonable efforts to contact the Customer to ascertain their intentions regarding the rental, it remains the sole responsibility of the Customer to communicate their decision regarding the continuation or termination of the rental term.

## 6. Weight Limits and Material Restrictions

### 3-Yard Bins

The Customer acknowledges that the weight limit for 3 -yard bins is 750 pounds. In the event that the weight exceeds this limit, an overweight fee of \$100.00 per ton, plus applicable taxes, shall be assessed. The Customer is prohibited from placing dirt, concrete,

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asphalt, tile, roofing, or similar heavy materials in the 3 -yard bin. The Customer agrees to repair or replace the bin at their expense if damaged. Should the bin sustain damage while in the Customer's possession, the Customer shall be liable for the costs of repairs.

### 10-Yard Dumpsters

For 10-yard dumpsters rented exclusively for clean dirt, concrete, asphalt, or brick, the contents must not exceed a height limit of two (2) feet and must remain level with the three (3) walls. The included weight for such dumpsters is ten (10) tons if the aforementioned conditions are met. If any materials not described above are placed in the dumpster or the height limit is exceeded, the included weight is reduced to two (2) tons. Any weight in excess of the allowed tonnage shall incur a charge of \$100.00 per ton, plus applicable taxes.

### 25-Yard Dumpsters

The included weight for 25-yard dumpster rentals is two (2) tons.

Any weight exceeding this limit will result in an additional fee of \$100.00 per ton, plus applicable taxes.

### 40-Yard Dumpsters

The included weight for 40-yard dumpster rentals is four (4) tons. Any weight exceeding this limit will result in an additional fee of

\$100.00 per ton, plus applicable taxes.

#### Haul-Plus Rate

For dumpsters rented at the Haul-Plus rate, no weight is included in the base rental fee. The Customer shall be charged for the entire weight of the waste contained in the dumpster at a rate of \$100.00 per ton, plus applicable taxes.

#### 7. Prohibited Materials

##### Non-Acceptance of Prohibited Materials

The Customer acknowledges that Americas Bin Company, Inc. strictly prohibits the disposal of certain materials in its dumpsters. These prohibited materials include, but are not limited to, tires, oils, paints, paint cans, drums/barrels, asbestos, batteries, railroad ties, tree trunks/stumps, and any materials classified as flammable, hazardous, or toxic under applicable federal, state, or local laws and regulations.

##### Customer Liability

The Customer shall assume full responsibility for any prohibited materials deposited in the dumpster, whether placed intentionally or inadvertently. The Customer agrees to indemnify and hold harmless Americas Bin Company, Inc. from any and all liabilities, damages, fines, or costs, including legal fees, arising from the disposal of prohibited materials.

##### Cost Recovery

Any costs incurred by Americas Bin Company, Inc. for the identification, handling, remediation, or disposal of prohibited materials shall be borne solely by the Customer. Such costs will be assessed and added to the Customer's invoice.

#### 8. Indemnification and Dispute Resolution

##### Indemnification

The Customer hereby agrees to indemnify, defend, and hold harmless Americas Bin Company, Inc., its officers, directors, employees, agents, and affiliates from and against any and all claims, demands, liabilities, losses, damages, judgments, or causes of action, including but not limited to attorney's fees and costs, arising out of or related to the Customer's use, operation, or possession of the dumpster. This indemnification obligation extends to any actions or omissions by the Customer, their agents, or third parties while the dumpster is in the Customer's possession.

##### Responsibility for Damages

The Customer shall be fully responsible for any and all damages to the dumpster occurring while it is in the Customer's possession, custody, or control. This includes, but is not limited to, damages resulting from vandalism, graffiti, unauthorized movement, or relocation of the dumpster, or any other acts of destruction. In the event of damage, the Customer shall notify Americas Bin Company, Inc. immediately and provide documentation of the incident. The Customer agrees to reimburse Americas Bin Company, Inc. for all repair or replacement costs incurred as a result of such damages, promptly and upon demand.

##### Dispute Resolution

The Customer agrees to first attempt to resolve any disputes or claims directly with Americas Bin Company, Inc. prior to pursuing any formal legal action. In the event that a dispute cannot be resolved amicably, the Customer agrees to submit to mediation and, if necessary, binding arbitration, as administered by a dispute resolution service selected by Americas Bin Company, Inc. The location of mediation or arbitration will be determined by Americas Bin Company, Inc. All costs and expenses related to the mediation or arbitration process, including but not limited to fees for the arbitrators, legal representation, and other associated expenses, shall be borne solely by the Customer. If Americas Bin Company, Inc. prevails in the dispute resolution process, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in connection with the dispute resolution process.

#### 9. Payment Authorization

##### Authorization for Debit Entries

The Customer hereby authorizes Americas Bin Company, Inc. to initiate debit entries to the Customer's specified credit card account for the purpose of processing payments for services rendered. This authorization shall remain in full force and effect until such time as it is

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revoked in writing by the Customer. The Customer agrees to maintain sufficient funds in the account to cover any authorized charges.

Written revocation must be received by Americas Bin Company, Inc. via U.S. mail at 8832 Bradley Ave, Sun Valley, CA 91352, to be effective.

##### Scope of Authorization

The Customer acknowledges and agrees that this authorization permits Americas Bin Company, Inc. to process charges at frequent intervals for varying amounts, corresponding to services provided, any overweight fees, and any additional fees as outlined in this Agreement.

By signing this form, you agree to the rental contract terms and conditions.

A handwritten signature in black ink, appearing to read "John Doe", is placed below the text "By signing this form, you agree to the rental contract terms and conditions." The signature is somewhat stylized and cursive.