



Last Updated: October 18, 2021

Customer Name: _____	Job Site Address: _____
Billing Address: _____	Job Site Contact: _____
Billing Contact Name: _____	Job Site Phone: _____
Billing Contact Email: _____	Job Site Email: _____
Phone: _____	Job PO#: _____
Fax: _____	Debris Material(s): _____

Dumpster Rental & Services Contract

I, _____ (printed name), the "Customer", agree to the following Terms and Conditions for rental of described services with Aaron Disposal & Recycling, LLC ("ADR").

Pricing & Payments:

1. The Customer agrees to pay \$_____ (the "base fee") for a ____ yard container (the "Container"), which includes up to _____ tons of materials, as well as any overages incurred, or additional days requested by the Customer. Due to strict weight limitations and associated dump fees, the Customer will pay any overages as detailed in Schedule A.
2. The Customer is responsible for any additional fees, at cost, assessed by the landfill for items such as tires, appliances, etc.
3. Container rental includes use for up to _____ days. If the Customer keeps the Container longer, there will be an additional fee of \$50.00 a day.
4. Payment for the base fee and any known overages will be due upon delivery of the Container. Any additional costs as detailed in Schedule A not paid upon delivery are due within 14 days of the Container pick up.
5. Balances that remain unpaid after 14 days following container pickup shall accrue interest, retroactive to the date of container pickup, equal to eighteen percent (18%) per annum (1.5% per month), or \$25.00, whichever is greater. In the event of nonpayment within 14 days after container pickup, ADR may institute collection activities, including but not limited to making verbal or written demands for payment (whether directly or through counsel), liening any goods or property that may be available to secure payment, and instituting legal action to recover payment (collectively, "Collection Activities"). In the event of nonpayment within 14 days after container pickup, Customer shall be responsible for all costs and expenses incurred by ADR relating to or in connection with its Collection Activities, including but not limited to reasonable attorney's fees, court costs, and government-imposed filing fees.
6. Provided ADR performs pursuant to the terms of this agreement, Customer's payment obligation is unconditional. If the Customer is under contract with a general contractor, construction manager, or other person or entity, and said contract contains a pay-when-paid, pay-if-paid, or conditional payment clause of any kind, Customer understands and agrees that ADR is not subject to or bound by such a clause, and that payment must and shall be made to ADR whether or not the Customer is paid by any other person or entity on account of ADR's services.
7. If paying by check and the check does not clear, the Customer is responsible for all returned check fees.

Dumpster Use:

1. While the Container is in the Customer's possession, the Customer is responsible for all items placed in the Container. The Customer agrees to keep all Hazardous Materials out of the Container and bears full responsibility for all damages, penalties, fines, and liabilities associated with alleged or actual disposal of Hazardous Materials. The Customer agrees that ADR did not knowingly take part in the disposal of Hazardous Materials.
2. The Customer agrees to follow all safety rules as labeled on the Container.
3. All refuse shall remain within the confines of the dumpster and shall not exceed the top or sides. The Customer will make every attempt to disperse waste weight within the Container equally.
4. The Customer shall be liable for any loss or damage to rented equipment above reasonable wear and tear.

Access and Ground Conditions:

1. The Customer is responsible for providing access to and from the delivery site (including the removal and reinstatement of local obstructions) and ensuring quality ground conditions for delivery, placement, and removal of the Container.
2. The Customer accepts responsibility for any damage to the delivery area and should take necessary precautions to protect all surfaces (e.g., paving slabs, soft ground) before delivery. ADR operates heavy machinery and is not liable for damages to pavement, lawn, or driving surfaces resulting from delivery, servicing, or pick-up of the Container.
 - a. ADR is only responsible for damage due to our sole negligence. ADR has identified explicitly that heavy containers may cause damage and has disclaimed responsibility for such damage, and the customer agrees to hold ADR harmless in the event of such damage. The Customer should carefully consider the placement of the Container.
 - b. To the fullest extent permitted by law, the Customer agrees to indemnify and hold harmless ADR and its agents and employees from and against all claims, damages, fines, penalties, losses and expenses, including but not limited to reasonable attorney's fees arising out of or relating to the customer's use of any Container, provided that any such claim, damage or expense is caused in whole or in part by any negligent, reckless, or intentional act or omission of the Customer, or anyone directly or indirectly employed by the Customer or anyone for whose acts the Customer may be liable, regardless of whether or not caused in part by a party indemnified hereunder. This indemnification obligation applies to any claims, damages, fines, penalties, losses, and expenses (including reasonable attorney's fees) relating to Customer's actual or alleged disposal of materials or substances that are considered toxic or hazardous by the Environmental Protection Agency or the Massachusetts Department of Environmental Protection.
3. ADR maintains the right to enter the Container area without notice if the Customer fails to return the Container on time. ADR may take possession of and remove the Container at the Customer's expense without legal processes. The Customer waives any claims for damages from such entry or removal.

Guarantee of Payment:

The Customer will immediately notify ADR in the event of a voluntary or involuntary petition for bankruptcy or receivership filed by or against the Customer. This rental agreement is terminated as of the filing date, and ADR will pick up the Container immediately upon notification. To the fullest extent allowed by law, the Customer shall pay all unpaid amounts. The Customer's signature on this rental agreement will constitute their corporate and personal guarantee that ADR will be paid in full, including any overages or penalties incurred.

I, _____ (print name) agree to all of the above Terms and Conditions.

Customer Signature _____ Date: _____

ADR Representative _____ Date: _____

Schedule A:

- Night Service (drop-off/pick-up from 6:00 pm – 6:00 am): \$75.00
- Holiday/Weekend Service: \$175.00
- C&D Overage (per ton): Charged based on receipt from disposal facility
- Concrete Overage (per to): Charged based on receipt from disposal facility
- Distance Overage¹: \$1.00 per mile beyond the 15-mile radius from our main depot
- Dry Run Fee²: \$75.00
- Last-Minute Cancellation or Change Order³: \$25.00
- Hazardous Material Charge⁴: Will be quoted based on material and situation. Please contact us.
- Live Load Services:
 - Up to 10 Hampers: \$400.00
 - Up to 20 Hampers: \$600.00
 - Additional Hampers (above 20): \$30 each
 - Cost of Truck & Driver after 1st Hour: \$150 per hour
 - If Labor is required for dumping, we will bill this separately

Notes:

¹ Any location more than 15 miles from our main depot

² When we attempt to pick up the dumpster but cannot and must come back another time

³ Last minute is less than 48 hours before the scheduled service time.

⁴ With advanced notice, we will dispose of hazardous materials for an additional fee