



## **Temporary Dumpster Rental Agreement**

This Temporary Dumpster Rental Agreement is entered into between Lakeland Disposal & Recycling and the customer. This agreement is binding without a physical or digital signature. By paying for and allowing placement of the dumpster at your site, you agree to all terms and conditions listed in this agreement.

### **1. Customer Authority**

- The Customer verifies that he/she is the owner of the property, is legally authorized to act for the property owner, or is a licensed contractor, broker, tenant or other person who has obtained the property owner's permission to order and place the container on the premises.
- The Customer authorizes Lakeland Disposal & Recycling to deliver, service, exchange and remove the container at the service address.
- The Customer may not sublease, relocate, or permit another party to use the container without Lakeland Disposal & Recycling's prior approval.

### **2. Pricing and Payment**

- **Quoted price.** The Customer agrees to pay the prices for each container, determined by Lakeland Disposal & Recycling, based on the service address and container size. Payment is due before the initial delivery and before each container exchange unless Lakeland disposal & Recycling approves otherwise.
- **Included disposal weight.** Rentals of 10, 15, and 20-yard containers include 2 tons of disposal weight. Rentals of 30 and 40-yard containers include 3 tons of disposal weight. Weight exceeding the amount included will be charged at \$85 per ton, prorated based on the weight reported by the disposal facility.
- **Rental period.** The rental price includes 7 full calendar days, including weekends and holidays. Rental days exceeding the amount included will be charged at \$10 per calendar day unless Lakeland Disposal & Recycling causes delay after the customer removal request.
- **Removal request.** Lakeland Disposal & Recycling does not automatically remove a container at the end of the included rental period. The Customer must contact Lakeland Disposal & Recycling to request removal. Additional rental charges will apply if the removal surpasses the days included. If removal is not scheduled in a timely manner, Lakeland Disposal & Recycling maintains the right to enter the premises without notice and take possession of and remove the container without legal process and charge the customer accordingly.

- **Additional disposal charges.** The Customer is responsible for charges imposed by a landfill, transfer station, recycling facility, or government agency for special or regulated items, including but not limited to, refrigerators, freezers, air conditioners, and other appliances containing refrigerants; electronics, including televisions and computer monitors; tires and mattresses. If placing these kinds of items in a container, they must be loaded on the top, near the back (door side).
- **Card authorization.** Roll-off customers must maintain a valid payment card on file. The Customer authorizes Lakeland Disposal & Recycling to charge the card on file for all amounts due under this Agreement, including delivery, exchanges, additional rental days, excess weight, prohibited waste fees, special-item charges, failed service attempts, damage, cleanup, and other applicable charges.
- **Past-due balances.** If there is a remaining balance due on an account after 90 days, a Lien will be filed on the Customer's Property at the Customer's expense.

### 3. Cancellation and Unsuccessful Service

- **Cancellation.** The Customer must notify Lakeland Disposal & Recycling promptly of any cancellation or scheduling change. The Customer agrees to pay \$175/hour drive time if the driver is already in route with the container or has already delivered the container.
- **Unsuccessful service.** The Customer agrees to pay \$175/hour drive time and \$10 per calendar day (if unsuccessful service causes additional rental days) if attempted delivery, attempted exchange, or attempted removal cannot be completed because:
  - The site or container is inaccessible/blocked due to, but not limited by, vehicles, equipment, snow, or debris. The Customer must provide safe and unobstructed access on each scheduled service date.
  - A gate is locked or access authorization has not been provided.
  - The container is overloaded, overfilled, leaking, or improperly prepared. Debris must NOT extend above the top rim of the container. Lakeland Disposal & Recycling's tarp must be able to cover the load completely. The end door MUST be CLOSED, latched and secured. Lakeland Disposal & Recycling may remove or rearrange items to comply with legal transportation. In this case, the customer agrees to pay a \$150 Overload fee.

### 4. Delivery and Placement

- **Site suitability.** The Customer warrants that the requested placement and access route are sufficiently firm, level, unobstructed, and capable of supporting the combined weight and dimensions of the container and service vehicle.
- **Placement decision.** The delivery driver may refuse or modify a requested placement if the driver reasonably determines that a customer's desired placement is unsafe, inaccessible, likely to damage property or equipment, or prohibited by law. The Customer agrees to pay \$175/hour (including drive time) if the driver is required to come back and relocate a container.

- **Surface protection.** The Customer is responsible for protecting pavement, driveways, curbs, lawns, landscaping, fences, septic systems, wells, irrigation systems, underground utilities, overhead wires, roofs, and other property. The Customer should arrange for appropriate boards or other surface protection before delivery.
- **Property damage.** Lakeland disposal & Recycling is not responsible for damage resulting from the weight or ordinary operation of the container or service vehicle.
- **Public property and permits.** The Customer must obtain any permit or authorization required to place a container on a street, alley, sidewalk, public right-of-way, shared driveway, or property not owned by the Customer. The Customer is responsible for citations, towing, relocation, or other costs resulting from failure to obtain permission.
- **Relocation.** Only the Company may move or relocate the container. The Customer is responsible for damage or additional costs resulting from any unauthorized movement.

## 5. Acceptable Use and Customer Responsibility

- The Customer is responsible for everyone who uses the container and for all materials placed in it, whether placed by the Customer or another person. Responsibility continues until the material is accepted by an authorized disposal or recycling facility.
- All material must remain within the container and below the top rim. Weight must be distributed as evenly as reasonably possible. Insulation, packing peanuts, dust-producing debris, and other lightweight material must be securely bagged or contained so that it cannot escape.
- The container may not be used for burning, climbing, shelter, storage of liquids, or any unlawful purpose. Children and unauthorized persons must be kept away from the container.

## 7. Prohibited and Restricted Materials

- Unless the Company expressly approves them in writing and provides specific handling instructions, the following may not be placed in the container:
  - Hazardous or toxic materials, including corrosive chemicals, pesticides, solvents, fuels, and hazardous liquids.
  - Medical or biological waste, including sharps, infectious waste, and animal carcasses.
  - Asbestos or asbestos-containing materials.
  - Paint, oil, gasoline, propane, explosives, ammunition, and pressurized cylinders or containers.
  - Batteries, fluorescent lamps, and mercury-containing materials.
  - Hot ashes, smoldering materials, or flammable material.
- If prohibited, undisclosed, or rejected materials are found, a minimum \$50 improper-disposal fee will apply.

- If a prohibited liquid leaks or spills during service or unloading, a minimum \$150 hazardous waste cleanup fee will apply, in addition to the actual cost of containment, remediation, disposal, fines, and third-party services.
- The above charges do not authorize the disposal of prohibited materials.

## **8. Heavy Materials and Weight Limits**

- Concrete, brick, asphalt, soil, sand, rock, roofing material, and other dense materials require the Company's prior approval and may be limited to a particular container size or fill level.
- The Customer must not exceed the container's legal or safe weight limit. The Customer is responsible for the cost of unloading, redistributing, reloading, additional trips, regulatory penalties, and any heavy-material surcharge, including a \$50/ton surcharge in addition to ordinary excess-weight charges.

## **9. Equipment Care and Damage**

- The container remains Lakeland Disposal & Recycling's property at all times. The Customer must exercise reasonable care and is responsible for loss, theft, vandalism, fire, unauthorized movement, graffiti, or damage beyond ordinary wear and tear while the container is at the service address.
- The Customer may not paint, mark, modify, repair, attach items to, or place signs on the container without written approval. The Customer must promptly report any accident, damage, theft, or hazardous condition involving the container.

## **10. Service Conditions**

- Service may be delayed by weather, landfill closures, road restrictions, equipment failure, emergencies, government action, unsafe conditions, or other circumstances beyond Lakeland Disposal & Recycling's reasonable control.
- The Company may suspend service or terminate this Agreement for nonpayment, unsafe conditions, prohibited materials, misuse of equipment, or a material violation of this Agreement. Charges already incurred remain due.