



MR. DUMPSTER

YOUR #1 CHOICE FOR DUMPSTER RENTALS!

ROLL OFF RENTAL AGREEMENT & TERMS AND CONDITIONS

Mr. Dumpster, Inc. ("Mr. Dumpster," "we," "us," or "Company") provides dumpster rental brokerage services through independent third-party haulers and service providers ("Service Providers").

By requesting a quote, placing an order, accepting delivery, or using our services, you ("Customer") agree to be bound by these Terms and Conditions. Together with your quote, order confirmation, and invoice, these Terms constitute the entire agreement between you and Mr. Dumpster. No oral modifications shall be valid.

ACCEPTANCE OF TERMS

Your signature (electronic or physical), placement of an order, or acceptance of delivery constitutes your unconditional acceptance of these terms. We may update these terms from time to time. Continued use of our services after any updates constitutes acceptance of the revised terms. You also agree to our Privacy Policy.

RENTAL PERIOD

Unless otherwise noted, rentals include up to 5 days of use. Additional rental days may incur charges (see Contract for fees). Customers are responsible for notifying Mr. Dumpster when the dumpster is ready for pickup, as pickups are not scheduled automatically.

ORDERS & CUSTOMER RESPONSIBILITY

You are responsible for providing accurate information regarding dumpster size, type of debris, delivery address, placement instructions, and rental duration. Inaccurate information may result in additional fees, delays, or cancellation.

EQUIPMENT & DELIVERY

All dumpsters are provided "as is" by our independent Service Providers. You must inspect the container upon delivery and notify us immediately (within 2 hours) of any issues.

Delivery and pickup dates are estimates only and are not guaranteed. We are not responsible for delays due to weather, traffic, Service Provider availability, or other events beyond our reasonable control.

DELIVERY, PLACEMENT & SITE ACCESS

Dumpsters will not be placed on lawns, grass, or other soft or unstable surfaces. The Customer is responsible for:

- Providing safe and unobstructed access to the delivery location.
- Ensuring adequate overhead clearance and space.
- Obtaining all required permits and approvals, including HOA approval (if applicable).
- Protecting driveways, landscaping, sidewalks, underground utilities, and other property.

The Customer assumes responsibility for property damage resulting from placement unless caused by the gross negligence or willful misconduct of the Service Provider.

Service Providers may refuse delivery or pickup if site conditions are unsafe or inaccessible.

A trip fee (\$150 minimum or actual costs incurred, whichever is greater) may apply if delivery or pickup cannot be completed due to blocked access, unsafe conditions, customer absence, overloading, prohibited materials, lack of suitable placement, or other customer-related issues.

COMPLIANCE WITH LOCAL REGULATIONS

The Customer is responsible for complying with all applicable federal, state, county, municipal, and HOA requirements related to dumpster placement, permits, and waste disposal.

The Customer must:

- Verify all applicable permit and regulatory requirements before ordering.
- Obtain any required permits and provide proof if requested.
- Comply with all weight limits, material restrictions, placement requirements, and environmental regulations.

Failure to comply may result in fines, delays, removal fees, or additional charges, all of which are the responsibility of the Customer.

WEIGHT LIMITS & OVERAGE CHARGES

Each container has a specific weight allowance. You will be charged for any overage at the per-ton rate stated on your agreement. Weight tickets from the disposal facility are final and binding.

PROHIBITED MATERIALS & USE

The Customer Agrees not to:

- Overfill the dumpster above the top edge or fill line
- Place hazardous materials, chemicals, asbestos, paint, oils, tires, batteries, electronics, liquids, or any other prohibited or restricted materials in the dumpster.
- Place metal in the dumpster unless the entire dumpster rental is being used exclusively for metal.

The Customer is solely responsible for the contents of the dumpster and for complying with all applicable disposal regulations, environmental laws, and landfill restrictions. Any additional costs, fines, or fees resulting from prohibited materials shall be the responsibility of the Customer.

CANCELLATIONS & REFUNDS

Cancellations must be made at least 48 business hours (excluding weekends and holidays) before the scheduled delivery. No refunds will be issued once service has been scheduled or attempted.

PAYMENT & AUTHORIZATION

You authorize Mr. Dumpster to charge the credit card on file for all amounts due, including rental fees, delivery/pickup charges, overages, trip fees, additional days, and any other applicable charges. Unpaid balances are subject to late fees (1.5% per month or maximum allowed by law) and collection costs, including reasonable attorney's fees.

RISK OF LOSS & DAMAGE

You are responsible for the dumpster and its contents from the time of delivery until pickup. You agree to pay for any loss, damage, theft, or vandalism beyond normal wear and tear.

INDEPENDENT SERVICE PROVIDERS

Mr. Dumpster is a broker only. All physical delivery, pickup, and hauling services are performed by independent third-party Service Providers. We are not liable for damages, delays, or service issues caused by these providers.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Mr. Dumpster, its officers, employees, and Service Providers from any claims, damages, losses, fines, or liabilities arising from your use of the dumpster or violation of this Agreement or any local regulations.

LIMITATION OF LIABILITY

Mr. Dumpster's maximum liability shall not exceed the total amount paid by you for the specific rental. We are not liable for indirect, consequential, or punitive damages.

GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law principles.

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration on an individual basis in accordance with the rules of the American Arbitration Association. Class actions and consolidated proceedings are expressly waived.

Any claim arising from or related to the rental must be submitted in writing within ninety (90) days of the event giving rise to the claim.

CONTACT US

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