



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 these Terms and Conditions. Together with your quote, order confirmation, and invoice, these Terms form the entire agreement. No oral modifications are valid.

1. ACCEPTANCE Your signature, order, or acceptance of delivery constitutes full acceptance of these Terms. We may update them at any time; continued use constitutes acceptance. You also agree to our Privacy Policy.

2. RENTAL PERIOD Rentals include up to **5 days** unless otherwise noted. Extra days are \$5.00 per day (or as stated on your quote/invoice). You must notify us when the dumpster is ready for pickup—pickups are not automatic.

3. CUSTOMER RESPONSIBILITY You must provide accurate information on size, debris type, address, placement, and duration. Inaccurate information may cause extra fees, delays, or cancellation.

4. EQUIPMENT & DELIVERY Dumpsters are provided "as is." Inspect upon delivery and report issues within 2 hours. Delivery and pickup dates are estimates only. We are not responsible for delays caused by weather, traffic, Service Provider availability, or other events beyond our control.

5. PLACEMENT & SITE ACCESS The property owner (or Customer on their behalf) is solely responsible for choosing the placement location.

Dumpsters will not be placed on lawns, grass, or soft/unstable surfaces. You must: • Provide safe, unobstructed access and adequate clearance • Obtain all required permits and HOA approvals • Protect driveways, landscaping, sidewalks, utilities, and other property

Boards, plywood, or similar materials are strongly recommended under the dumpster on asphalt, blacktop, concrete, or pavers to help prevent permanent damage. Failure to protect the surface does not shift liability to Mr. Dumpster or the Service Provider.

You assume full responsibility for any property damage from placement or presence of the dumpster unless caused by the Service Provider's gross negligence or willful misconduct. Service Providers may refuse service if conditions are unsafe or inaccessible. A trip fee (\$150 minimum or actual costs, whichever is greater) applies if delivery or pickup fails due to blocked access, unsafe conditions, customer absence, overloading, prohibited materials, or unsuitable placement.

6. COMPLIANCE You are responsible for all federal, state, local, and HOA rules regarding placement, permits, and disposal. Failure to comply may result in fines, delays, or extra charges that you must pay.

7. WEIGHT & OVERAGES Each dumpster has a stated weight allowance. Any excess is an overage. **Overage fees may vary by location** and are based on the rates of the disposal facility or transfer station. The final rate will appear on your quote/invoice or the official weight ticket. Weight tickets are final and binding.

8. PROHIBITED MATERIALS You may not: • Overfill above the top edge or fill line • Place hazardous materials, chemicals, asbestos, paint, oils, tires, batteries, electronics, liquids, or other restricted items • Place metal unless the entire rental is exclusively for metal You are solely responsible for the contents and any resulting fines, fees, or costs.

9. CANCELLATIONS require at least 48 business hours' notice (excluding weekends and holidays). No refunds once service is scheduled or attempted.

10. PAYMENT, you authorize us to charge the card on file for all amounts due, including rental fees, overages (which may vary by location), extra days, trip fees, and other charges. Unpaid balances accrue late fees of 1.5% per month (or the maximum allowed by law) plus collection costs and reasonable attorney's fees.

11. RISK OF LOSS You are responsible for the dumpster and its contents from delivery until pickup, including loss, damage, theft, or vandalism beyond normal wear and tear.

12. INDEPENDENT PROVIDERS Mr. Dumpster is a broker only. All delivery, pickup, and hauling are performed by independent Service Providers. We are not liable for their actions, delays, or service issues.

13. 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 local regulations.

14. LIMITATION OF LIABILITY Our maximum liability is limited to the total amount you paid for the rental. We are not liable for indirect, consequential, or punitive damages.

15. GOVERNING LAW & DISPUTES This Agreement is governed by Delaware law. All disputes will be resolved by binding individual arbitration under American Arbitration Association rules. Class actions and consolidated proceedings are waived. Claims must be submitted in writing within 90 days of the event giving rise to the claim.

CONTACT

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