



EZ DUMP, LLC  
PORTABLE ROLL OFF DUMPSTER RENTALS  
(208) 690-1080  
www.ezdumprental.com

### RENTAL AGREEMENT

This agreement is entered into between EZ DUMP LLC, 159 South 4000 West, Rexburg, ID (COMPANY);

and \_\_\_\_\_(CUSTOMER).

RENTAL DATES: \_\_\_\_\_

Thank you for selecting EZ Dump, LLC to assist with your needs. Please read these terms and conditions of use carefully before requesting, accessing, or utilizing any of our information, products, or services (collectively, "Services"). By requesting, accessing, or utilizing any of our Services, you agree to be bound by these terms and conditions. We may modify these terms and conditions for any reason at any time; and any such changes do not affect rights and obligations that arose prior to such changes. As used herein, "Customer" includes the individual(s) utilizing EZ Dump's Services, including any of Customer's agents, servants, employees, contractors, customers, or invitees.

**CUSTOMER'S AGREEMENT TO PAY FOR SERVICES.** CUSTOMER payment is due to the COMPANY for the service charge and adjustments as set forth in this contract at the time of ordering and before the dumpster is dropped off. Additional extended service area fuel charges may apply, and if so will be charged to the card on file with the Company at the termination of the agreement. COMPANY may terminate this agreement if CUSTOMER fails to pay the service charge or should the credit worthiness of the CUSTOMER not be acceptable to the COMPANY. We reserve the right to refuse or cancel our Services at any time. Customer agrees to authorize the Company to charge the Customer's credit or debit card for additional fees not included in the original quote should the circumstances provide for additional charges, including, but not limited to, additional pickups, dumps, and "PROHIBITED ITEMS" being placed in dumpster. Customer represents that they are over the age of 18 and may lawfully enter into contractual agreements. If Customer wishes to place an order for Services, Customer may be asked to supply certain information relevant to that request including, without limitation, Customer's

name, email, phone number, credit card number, the expiration date of credit card, billing address, and shipping information. Customer represents and warrants that: (i) Customer has the legal right to use any credit or debit card(s) or other payment method(s) in connection with any order; and that (ii) the information Customer supplies to us is true, correct, and complete.

**PICK UP SCHEDULE.** The container shall be picked up at the end of the customer requested contract period if CUSTOMER has not made prior arrangements. After the end of the contract term, an additional rental charge will apply and the dumpster may remain on site as long as it is available to extend. Customer agrees to promptly notify EZ Dump of any changes to an order or request for EZ Dump's Services, including but not limited to changes in dates, times, or locations.

**EXCLUSIONS: The following items are strictly prohibited:** Hazardous waste, industrial waste, chemical products, oil filters, herbicides & pesticides, radioactive material, solvents, paint (except completely dried latex paint cans, no liquids), other flammable liquids, aerosol cans, propane tanks, motor oil, transmission oil/lubricating/hydraulic oil/oil filters, contaminated oils (mixed with solvents, gasoline, etc.), antifreeze, petroleum-contaminated soil, lead paint chips, fluorescent tubes, railroad ties, medical waste, asbestos, dead animals, barrels, all liquids, flammable, toxic, and/or hazardous material, thinners, lacquers, infectious waste, contaminated soils, fuels, food wastes, adhesives or industrial drums, or "Special" waste, as defined by applicable Local, State and Federal laws or regulations. **If such items are hidden in the dumpster and COMPANY is charged at the dump site, CUSTOMER agrees to pay actual charges and fines. CUSTOMER is responsible for contents of container during rental period, and for any charges associated with restricted contents.**

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**CONTAINERS:** All containers furnished by the COMPANY shall remain the property of the COMPANY. Customer shall not modify or use the containers for any purpose other than relating to the COMPANY'S service. Customer agrees that they will not use our Services in an unlawful manner or for an unlawful purpose. Customer agrees it will take care to not damage and to prevent damage to any dumpster or other product from the time EZ Dump delivers it to the Customer to the time EZ Dump picks it up. CUSTOMER shall not move, transport or otherwise relocate the container(s) while in the CUSTOMER'S possession. Upon 24 hours' notice, COMPANY shall relocate the container on the premises for a service charge of \$75.00. CUSTOMER accepts responsibility and liability for any loss of, or damage to the container(s) while in CUSTOMER'S possession. CUSTOMER shall provide a suitable site for the container(s) and grants the COMPANY the right to access to the container(s) at all reasonable times. Additional charge of \$75.00 will apply if: (a) container(s) are unserviceable due to CUSTOMER'S failure to provide access and a return trip is required for pickup, or (b) driver arrives for requested pickup and customer requests dumpster not be taken (even if it is within the original rental period). Federal, state and local laws govern the transportation and gross vehicle weight of over-the-road vehicles. Construction and Demolition debris may be loaded to the top "FILL LINE – GENERAL DEBRIS" of the roll off container. Dirt, concrete, brick, block and asphalt materials shall only be loaded to the "FILL LINE – DIRT CONCRETE BRICK BLOCK" marked on the roll off container for these materials. **If company is unable to tarp container due to overfill or if unsafe to transport, COMPANY has the right to dump all or part of the load on site.**

**CUSTOMER'S RESPONSIBILITY.** COMPANY shall not be liable for any claims for damage to CUSTOMER'S pavement or driveway surface resulting from the roll-off container or COMPANY truck servicing the container. If CUSTOMER requests placement of container on any grass or

dirt surface, COMPANY is not liable for any damages to such surfaces by truck or container. CUSTOMER must assure a minimum of 15' overhead clearance for all power, phone, cable, and other lines. CUSTOMER releases COMPANY, and shall indemnify, defend and hold harmless COMPANY against all claims, damage to property arising out of CUSTOMER'S use, operation or possession of the container. COMPANY shall not be liable to CUSTOMER for failure to perform the services due to events beyond its control, including but not limited to strikes, riots, fires, floods, and governmental actions, changes in law, weather, traffic, or acts of God. CUSTOMER is responsible for any necessary permits, and agrees to pay any fines or fees associated with obtaining permits, or moving the dumpster in case a permit was not obtained and was required. Move fee is \$75.00. **If driver believes placement will cause damage to property, container or vehicles: driver can refuse placement of container and suggest a more suitable location. If CUSTOMER wants to take financial responsibility for damage resulting in placement of original request.**

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**WEIGHT LIMITS.** The weight limit for each dumpster size is defined below, any overweight load will be billed at \$75 per ton, in exact increments over the limit. If the load exceeds the legal limits of the container or vehicle, customer must remove that weight sufficient to bring the load into legal compliance. If customer refuses to do so, COMPANY reserves the right to dump all or any portion of the load at the job site.

EZ Dump shall not be liable to any Customer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Customer. Customer agrees to indemnify and hold EZ Dump harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring relating to EZ Dump's Services arising from Customer's use of these Services; or from any breach or default on the part of Customer in the performance of any covenant or agreement on the part of Customer to be performed pursuant to the terms of these terms and conditions, or due to any other act or omission or willful misconduct of Customer or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

Any claims arising from Customer's use of our Services shall be made in Bonneville County, Idaho, and by use of our services Customer waives any objections or defenses to jurisdiction or venue outside of Bonneville County, Idaho. Any such claims will be governed by the laws and rules of the State of Idaho.

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Customer Name/Business Name:

Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_