

TERMS AND CONDITIONS

XL Dumpster Rentals, XL Dumpster Rentals.com shall further be known as COMPANY. Renter and signing party shall be known as CUSTOMER.

Length of Rental: It is the responsibility of the CUSTOMER to let COMPANY know when to pick up a Completed Dumpster Rental. The length of rental is only a guideline. There is no penalty for completing the rental early. CUSTOMER may extend Dumpster Rental if the dumpster is available on the rental calendar per COMPANY discretion.

Deposits and Discounts: Deposits are to be paid prior to any delivery and does not include any additional fees, tonnage fees or any other fees. No discounts to be offered except at the COMPANY discretion.

Payments: Initial Payment is for the initial delivery, and first 4000 pounds (2 tons) of waste. Initial Payment & delivery of the dumpster implies knowledge of and acceptance of this agreement. All Dumpster Rentals always require a credit card on file. Any blocking of payments by CUSTOMER to COMPANY will be considered "Breach of Contract" and legal action will result. At any time, COMPANY is authorized to bill the CUSTOMER credit card on file for any additional cost, fees, expenses accrued while the dumpster is in CUSTOMER custody including but not limited to: Swap, Dump and Return, Live Load, Relocate, Extra Ton, and Fail. COMPANY and CUSTOMER has 30 days to finalize any billing after the dumpster or equipment has been returned to the COMPANY and Final Billing has been sent to CUSTOMER.

Initial Delivery Expectations: All New CUSTOMER is required to be on site for the initial drop of any dumpster(s) or product(s), unless prior arrangements have been made and noted in the CUSTOMER file. CUSTOMER shall specify the location for the drop-off and pick up of the dumpster and equipment, and CUSTOMER shall be solely responsible for any property damage arising from or relating to the placement of the container.

Refunds: Requests for refunds, compensation, and credits must be made within 15 days of the completion of the service. Any refunds will be issued solely at the discretion of COMPANY. Any billing disputes must be brought up to COMPANY in writing within 15 days of the final billing.

Additional Days: Additional days beyond CUSTOMER rental period will be billable at no less than \$30 Per Day. CUSTOMER has the sole obligation to notify COMPANY when they are completed with any rental.

Assignment: Neither this rental transaction (including the Rental Documents), any part and portion of CUSTOMER's performance hereunder is assignable by CUSTOMER in whole or part without the prior written consent of COMPANY, which is the sole discretion of COMPANY.

Additional Charges: CUSTOMER is aware that there will be additional fees or charges above the initial payment for delivery of the dumpster, including and not limited to: Expedited Delivery Fee, Swap, Dump and Return, Live Load, Relocate, and Fail, Tonnage Fees/Extra Ton, Damages Fees, Waste and Disposal Fees, Fuel Surcharge Fee, Tire Disposal Fee, Refrigerator Disposal Fee, Cancellation Fee, Delay Fee, Driveway Protection Fee, Cancellation Insurance Fee, Handling Fee, Landfill Assessed Fee, Mattress Fee, etc.

Damage Waiver Fee: Damage Waiver Fee is an optional fee offered to CUSTOMER to cover damages caused by CUSTOMER during general use of Dumpster Rental, but this does not cover abuse. Does not cover fire damage, floor, wall, door damages, or top rail damages from heavy items, wheel damage from use of heavy equipment, paint damages from CUSTOMER disposed paint or other liquids. All damages are at the CUSTOMER expense.

Driveway Protection Fee: COMPANY offers driveway protection pads to keep COMPANY dumpsters from causing damages to the surface of the concrete. This does not protect the driveway from any other damages caused by loading or damages during the dumpster drop-off or pick-up process. See

"Damages During the Dumpster Removal Process" for more information. Driveway Protection Fee does not cover any damages caused by contents in the dumpster that may leak on the driveway or other surface. CUSTOMER is aware that items will shift during the lifting process of picking up the Dumpster.

Cancelation Insurance Fee: COMPANY offers for an additional fee protection against canceling the rental by the CUSTOMER after the deposit is paid. If CUSTOMER cancels the rental, all money collected will be returned less the Cancelation Insurance Fee.

Damages During the Dumpster Delivery/Removal Process: Any damages caused from delivery or removal of the Dumpster from the CUSTOMER choice of delivery location is at CUSTOMER risk. CUSTOMER is aware that the dumpster weight empty can exceed 5000 pounds, will be tilted up to 55 degrees during the process of moving any dumpster, Dumpster has solid Steel Rollers, and the dumpster is made of steel. Items in the dumpster will shift when the Dumpster is tilted. If there are any liquids in the dumpster such as paint or other liquid, there is a very high risk that container will be crushed/damaged and will leak from the dumpster. This is not limited to only paint.

Delay Fee: First 10 minutes there is no Fee. After the initial 10 minutes all delay charges are billable at \$5 per minute or until further instructions are given to COMPANY. If COMPANY and CUSTOMER cannot resolve delays a Fail Charge will be added to CUSTOMERS invoice. All fees are at the COMPANY discretion.

Fuel Surcharge Fee: 2.50% Fuel Surcharge Fee applies to all orders based on the total charge.

Tonnage Fee and Disposal Cost: Disposal cost is not calculated/added until full weight is known and totaled by disposal facility. All weights are in Tons (1 Ton = 2000Lbs) and is rounded up to the next 1 Ton(s).

Long Term Rental(s) and Leases: Long Term Rental(s) are any rental over 14 days. Long Term rentals receive additional discounts and are required to be emptied by COMPANY at a minimum of every 14 days.

Delivery: Service will be provided on the day requested when using our online ordering software with 3 days of notice. CUSTOMER may expedite delivery for an additional fee. If COMPANY can't fulfill the delivery requested, CUSTOMER may rightfully cancel the contract.

Delivery Location and Condition: CUSTOMER agrees to provide adequate roads or driveways to desired place of delivery, stable, and accessible by truck and trailer, flat surface and accessible by semi-truck and or trailer. CUSTOMER shall assume full responsibility for all damages of any kind whatsoever to any road or driveway caused by the vehicle or container. Dumpster(s) will be dropped at the "Customers" discretion. CUSTOMER must notify COMPANY of underground hazards (irrigation, septic, electrical).

Temporary Custody of Dumpsters During Rental: Upon delivery of container to the CUSTOMER designated location, the container shall be deemed to be in sole possession and control of the Dumpster Rental. CUSTOMER shall have the duty to maintain and shall be solely responsible for the safety and cleanliness of the dumpster until the dumpster is picked up by COMPANY. Any harm to individuals is the responsibility of CUSTOMER. CUSTOMER is aware to keep the door to the dumpster closed and in the locked position using the mounted lock mechanism. No other company shall move the Dumpster Rental without the COMPANY consent.

Public Right-of-Way Placement: CUSTOMER is responsible for all municipal or county permitting. COMPANY is not liable for citations, fines, or towing related to unpermitted placement. Any City ordinance violations are the customers sole responsibility.

Assignment: Neither this rental transaction (including the Rental Documents), any part and portion of CUSTOMER's performance hereunder is assignable by CUSTOMER in whole or part without the prior written consent of COMPANY, which is the sole discretion of COMPANY.

Hold Harmless and Indemnity: CUSTOMER shall defend, hold harmless and indemnify COMPANY, its Officers, Trustees, Beneficiaries, Employees and Agents from and against all claims, lawsuits, defamation, slander verbal or written, and any other liability, including attorney fees, or injury to persons or damage to property arising out from, relating to, or connected with dumpster(s) or Equipment in the CUSTOMER's possession and control, including all claims, lawsuits and other liability, including court cost arising from any negligence or breach of any duty by COMPANY.

Sizes of Dumpsters: All dumpster sizes are approximate and may be substituted for a larger area size at COMPANY discretion.

Weight Limits: All weights are in pounds and referred to in Tons(Tonnage). 1 ton = 2000 pounds(Lbs). The included tonnage on any dumpster is based on the size of dumpster rented. All dumpsters have a maximum legal limit of 12,000Lbs including the dumpster empty weight. If COMPANY is concerned about the weight of a loaded dumpster, CUSTOMER has the obligation to pay for any cost associated to an overloaded dumpster; including the cost of an additional dumpster, and the transfer of any items from the overloaded dumpster, delivery fees and related landfill, transfer station or recycling fees. The Maximum Weight limits listed as "Not to exceed" are near the maximum capacities of our equipment and the government limits for disposal. If you exceed the capacities listed you will be billed for an extra dumpster, associated Fees, fuel surcharge, and labor. Disposal of waste is at the CUSTOMER own risk and cost.

Overfill Charge: No load is to exceed the top rail of the dumpster as posted on the Rental Dumpster.

Tarpping of loads: At no point is COMPANY required or expected to remove CUSTOMER waste when it is above the maximum fill lines of the dumpster. Tarping of loads is required by COMPANY per State Statutes and Regulations or additional fees will be charged to CUSTOMER, and customer is liable for electric/hydraulic tarp damages caused by overfilling Rental Dumpster.

Damage Replacement Cost: CUSTOMER is aware that each damaged Dumpster Rental is valued for replacement up to \$7500 plus loss of use up to \$3000, as replacement dumpsters are custom manufactured for COMPANY. COMPANY has the full rights to place a Mechanic Lien or any other Lien in the event of damages to secure full indemnification. Administrative cost, legal cost and court cost are all reimbursable by the CUSTOMER. CUSTOMER is aware that using machinery and dropping heavy items into the dumpster may damage the floor, sides, tailgate, upper rails, framing, or dumpster Wheels. Do not place flammable soaked rags or any flammable item in the dumpster, as a dumpster fire may result. Do not use heavy equipment or other means to move Dumpster Rental. Upon removal of the dumpster, COMPANY shall be entitled to charge the CUSTOMER for the repair or replacement costs attributable to any damage to the dumpster while in the CUSTOMER's possession. The CUSTOMER shall be liable for any repair or replacement costs. Upon removal, the CUSTOMER authorizes COMPANY to collect any additional disposal and repair/replacement costs attributable to the CUSTOMER neglect. CUSTOMER shall be responsible for any damage or vandalism caused to dumpster while in their possession. While dumpsters are in the possession of the CUSTOMER, no dumpster is to be moved or repositioned by CUSTOMER or other contractor or vendor. CUSTOMER must call COMPANY to have the dumpster moved and is responsible for labor and equipment charges incurred.

Title to and liability: Title to and Liability for Prohibited Waste shall always remain with CUSTOMER. XL Dumpster Rentals has full rights to empty Dumpster Rental of any items in the dumpster at the location of the Dumpster Rental delivery point; chosen by the CUSTOMER.

Waste Material in Dumpster(s):

CUSTOMER is fully liable that waste they put in the dumpster must be only "Solid Waste Material," as defined here, and should NOT contain any other substance. In these Terms and Conditions, "Solid

Waste Material" refers to Solid Waste generated by CUSTOMER, and does not include: Radioactive, Volatile, Highly Flammable, Explosive, Biomedical, Infectious, Toxic, or Hazardous Materials. The term "Hazardous Material" indicates any amount of waste characterized as dangerous by the United States Environmental Protection Agency or any State agency per the Resource Conservation and Recovery Act of 1976.

Prohibited Materials for Disposal:

- Hazardous Waste
- Asbestos Waste
- Industrial Waste
- Chemical Products
- Oil Filters
- Herbicides & Pesticides
- Radioactive Material
- Solvents
- Paint (except wholly 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 Chips
- Mounted Tires
- Batteries*
- Computers, Monitors, Televisions, Microwaves
- Unbroken Fluorescent Tubes
- Railroad Ties
- Medical Waste
- Animals
- Barrels
- Propane Bottles*
- All liquids
- Dismounted Tires* (where permitted and prior authorized by COMPANY, an additional fee of will be charged)
- Appliances* (where permitted and prior authorized by COMPANY, an additional fee of will be charged)

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This is not intended to be a complete list of Hazardous Waste. COMPANY manages Solid waste and recyclable items only. The CUSTOMER explicitly agrees to defend, indemnify, and absolve COMPANY from any damages, penalties, fines, and liabilities resulting from or associated with the excluded waste mentioned above and may have the excluded items returned to CUSTOMER near where the dumpster was initially dropped or picked up. All at the CUSTOMER expense.

Any Dumpster Rental which is loaded with hazardous materials, tires, dirt, bricks, asphalt, concrete or heavy materials may be dumped and reloaded at the CUSTOMER(s) time, labor, and expense.

Authorized Limited Dumping Items: Some items on the prohibited list can be dumped. Please contact COMPANY if you need to dispose of any of the items listed next to the asterisk(*).

By signing below with a wet ink signature or via electronic signature or, Customer confirm that I (CUSTOMER) have read and understood this contract and all the terms contain within this contract. I agree to pay all amounts to the COMPANY within 30 days of when

such amount(s) are owed per this contract. I agree that interest will accrue on all past-due amounts at the rate of 36% per annum (6% per month), until paid in full. In the event any amounts are referred to a third-party debt collection agency, CUSTOMER agrees that in addition to any other amount owed to the COMPANY by law, including interest, court costs, administration fees, reasonable attorney fees, COMPANY office labor, etc. CUSTOMER will also be responsible for a collection fee of up to 40% of the principal amount(s) owed by Utah Code Annotated, sec.12- 1
CUSTOMER does not require a wet signature as an electronic signature is to be treated as the same. The COMPANY reserves all Rights per UCC 1-308. The terms of this Contract shall apply to all amount(s) incurred by CUSTOMER or by any individual for whom CUSTOEMR has legal responsibility whether such amount(s) are accrued today or anytime. Signing Agent is legally authorized representative as the CUSTOMER, and Customer is authorized to place an order for this rental, knowing **this is a contract.**

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