

Dumpster Rental Agreement

1. Payment Terms, Fees, and Additional Charges

Customers shall pay Company in accordance with the established rates for all services provided. Customers are responsible for all taxes, fees, and charges imposed on the disposal of waste materials under Federal, State, and local laws and regulations.

A valid credit card is **required** to be placed on file at the time the contract is signed and accepted. Payment in full is due by 5:00 PM EST on the day prior to the scheduled drop-off date. If payment is not received by this deadline, Company may place a hold on delivery.

Customers who fail to respond to Company's attempts to collect any outstanding balance may be referred to legal for disposition. Company reserves the right to remove the dumpster, leave the contents of the dumpster on the Customer's property, and invoice the Customer for all associated costs. Customers must maintain a valid, always working credit card with sufficient funds on file.

Customer authorizes Company to immediately and manually charge the card on file, without dispute, for any additional charges related to the dumpster rental, including but not limited to extra rental days, exceeding weight limits, additional swaps, contamination fees, or other service-related charges. If the dumpster weight exceeds the applicable tonnage limit, Customer agrees to pay an additional fee of \$115 per ton for all weight above the included limit. The customer understands that the company may charge the card on file at the time weights are calculated to the card on file.

Use of "Smash My Trash" equipment or similar compaction services is strictly prohibited. If such equipment is used, Customer will be responsible for the full replacement cost of the dumpster, including but not limited to fabrication, painting, and logo application.

If company cannot pick up a dumpster due to their own ability, **no charge** is applied to the account.

Payment Terms: Payment must be made via approved electronic methods, including credit/debit card or ACH transfer. Cash and checks are not accepted for ongoing services. All payment methods are subject to a convenience fee. Services may be delayed or suspended if payment is not received and cleared.

If payment is made by cash or check, **a valid credit or debit card** must be placed on file. The customer **authorizes** the business to charge any additional fees, unpaid balances, or costs incurred to the card on file related to their rental.

Additional Fees:

Fee Type	Amount	Description
Weight Overage	\$115	Charged for weight exceeding the allotted limit unless

		otherwise stated on the invoice.
Dry Run	\$75	Apply to failed delivery, failed pickup, or failed exchange due to Customer-caused obstruction or inaccessibility.
Clean-Out	\$75	Applies if Customer disposes of oily, bloody, sticky, or similar materials that are not properly bagged/boxed/sealed and cause staining or contamination requiring wash-out.
Labor	\$95 per hour	Charged for labor required beyond standard service.
Wait-time	\$20 per 15 minutes	Charged after driver arrival if delays are caused by Customer.
Emergency Delivery/pickup	\$150	Applies to after-hours or weekend service (Saturday or Sunday).
Dumpster Relocation	\$75	Applies when moving the dumpster at the same address or within 5 miles of the original delivery location.
Tires	\$30 per item	Landfill charges extra and reroutes tires to another facility
Inactivity	\$325 per month	Apply to dumpster rentals that have a monthly (30 day) dumpster.

2. Cancellation & Payment-Related Fees

Cancellation Fees

- Cancellations within less than 48 hours of delivery: If Customer cancels on the scheduled day of delivery, the fee is 100% of the dumpster rental price.
- Cancellations within 48 hours of delivery: Customer will receive a **full refund** of the rental price.

Late Fees

- A 15% late fee will be applied to any outstanding balance and will be compound every 15 days until paid in full.

Payment Failures

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- Customer agrees to pay a \$35.00 fee for each credit card denial, returned check, or failed payment attempt.

Convenience Fees

- All invoices are subject to a 3.5% convenience fee when paid by credit or with debit card.
- ACH payments are accepted as an alternative payment method and may avoid the convenience fee.

3. Weight Limits

Customer agrees to the following maximum included tonnage limits based on dumpster size:

- 5-yard dumpster: 1 ton
- 10-yard dumpster: 1 ton
- 15-yard dumpster: 1.5 ton
- 20-yard dumpster: 2 ton
- 30-yard dumpster: 3 tons
- 5-yard heavy-duty dumpster: 4 tons

4. Heavy items- Concrete, Rock, Dirt, Brick, etc.

- 5-yard dumpsters and 7-yard heavy-duty dumpsters: Maximum of 5 tons. Clean fill only. These dumpsters are not to have trash mixed in.

Dumpsters **MUST** be evenly loaded, and contents may not exceed the height of the dumpster walls.

Maximum allowable tonnage per dumpster type is as follows:

- 10-yard, 15-yard, 20-yard, and 30-yard dumpsters: Maximum of 4 tons
- 5-yard dumpsters and 7-yard heavy-duty dumpsters: Maximum of 5 tons

5. Invoice Disputes

The Customer must submit any dispute regarding an invoice or any portion thereof in writing to Josh's Dumpsters within ten (7) days of the invoice date. Failure to provide timely written notice shall constitute acceptance of the invoice, and all undisputed amounts shall be immediately due and payable, and may be subject to applicable late fees in accordance with the terms of the Agreement.

Upon receipt of a valid notice of dispute, Josh's Dumpsters and the Customer shall act in good faith to resolve the dispute within ten (7) days. At the conclusion of such period, all disputed amounts shall be due and payable as determined by Josh's Dumpsters in its sole discretion.

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If payment information is on file, Josh's Dumpsters reserves the right and is authorized to charge the Customer's payment method on file for any amounts due, including disputed amounts resolved in favor of Josh's Dumpsters, as well as any applicable fees for corrections to invoices or tickets resulting from Customer errors.

6. Arbitration of Disputes

Except for claims by Josh's Dumpsters to collect fees or for indemnification, any dispute, controversy, or claim arising out of or relating to this Agreement that cannot be resolved through good-faith negotiation (an "Arbitrable Dispute") shall be resolved exclusively through binding arbitration in Jackson, Michigan. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), but the AAA shall not administer the arbitration unless both parties agree.

- **Commencing Arbitration:** Either party may initiate arbitration by providing written notice of intent to arbitrate to the other party. Arbitration shall commence within thirty (30) days of the notice.
- **Arbitrator Selection:** Within fifteen (15) days of the notice, each party shall select one arbitrator. The two arbitrators shall select a third arbitrator within fifteen (15) days. If an arbitrator is not selected within these timeframes, either party may petition the District Court for the Eastern District of Michigan to appoint the arbitrator.
- **Arbitration Authority:** The arbitration panel shall have authority to compel testimony, order document production, and award interim or permanent equitable relief and/or monetary damages.
- **Location:** The arbitration shall be conducted in Jackson, Michigan, unless both parties agree to a different location.
- **Costs and Fees:** The arbitrators shall determine allocation of arbitration expenses, including attorneys' fees, which may be awarded to the prevailing party.
- **Finality:** The decision of a majority of the arbitrators shall be final, binding, and in writing. Judgment on the award may be entered and enforced in any court of competent jurisdiction in Jackson, Michigan.

7. Customer Responsibility

Customer is responsible for all loss or damage, including theft, to the dumpster provided, except for normal wear and tears. The use of forklifts, backhoes, Smash My Trash equipment, or any other heavy machinery on or around the dumpster is strictly prohibited.

Customer shall not overload, move, alter, modify, or make any improvements to the dumpster. The dumpster shall be used only for its intended purpose.

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Customer agrees to indemnify, defend, and hold harmless the Company from all claims, damages, suits, penalties, fines, and liabilities arising from Customer's use, operation, or possession of the dumpster, including injury or death to persons or damage to property.

8. Privacy Policy

For access to our Company's Privacy Policy please visit the following link:

<https://acrobat.adobe.com/id/urn:aaid:sc:US:64ad29be-285b-458e-8c6b-fdad87edc860>

9. Dumpster Clause

Customers certify that they are either the property owner, a renter, an individual holding power of attorney for the property owner, or a licensed contractor or broker authorized to act on behalf of the property. Customer may not sublet, transfer, or assign the dumpster rental to any other party for any reason.

The rental period begins on the day the dumpster is delivered, unless otherwise approved in writing by Josh's Dumpsters ("Company"). Deliveries are scheduled for any time after 8:00 AM during summer hours and after 9:00 AM during winter hours. If Customer requires a specific delivery time, Company recommends scheduling delivery for the day prior.

Company reserves the right to adjust delivery or pickup schedules at any time if deemed necessary by Company.

10. Placement of Dumpster

Customer warrants and represent that any location designated for dumpster placement is suitable to support the weight and size of the dumpster and any vehicle required to deliver or remove it. Customer assumes all responsibility for ensuring the placement area is structurally sound.

Company shall not be held liable for any damage to pavement, road surfaces, driveways, lawns, fences, landscaping, shrubbery, septic systems, private wells, underground utilities, or any other property resulting from normal delivery, placement, or removal operations.

11. Requirements for Pickup

- Debris must not extend above the top rim of the dumpster.
- The tarp must be able to roll completely over the top without obstruction.
- All back doors must be fully closed and securely latched prior to picking up.
- Overfilled or unprepared dumpsters will be corrected at Customer's expense, including removal of excess debris or time required to make the container safe for transport.

12. Accessibility

- Dumpster must never be blocked by vehicles, equipment, materials, or other obstructions.

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- Dumpster must be evenly loaded, and contents must not exceed the height of the dumpster walls.
- Customer is responsible for ensuring clear, unobstructed access to the drop-off and pickup location on the scheduled service days.
- If the driver cannot access the dumpster, applicable dry-run or wait-time fees will apply.

13. Content Regulations

Customer assumes full responsibility for all materials placed in the dumpster until the container is dumped and accepted by the designated disposal facility.

14. Hazardous and Unacceptable Materials

Customer warrants that no hazardous materials will be placed in the dumpster. Disposal of hazardous or prohibited materials is strictly prohibited. Any such materials discovered will be left at Customer's location, and all associated handling, cleanup, and disposal costs are the responsibility of the Customer.

If hazardous materials are uncovered during disposal, Customer is liable for all costs of proper disposition, including additional landfill or processing fees.

If Customer is unsure whether a material is hazardous, they must contact the Company at (517) 740-0774 before placing the material in the dumpster.

Items Customer May NOT Place in a Dumpster

Allowed **ONLY** in 5-yard heavy-duty dumpster:

- Concrete / Bricks
- Car batteries
- Dirt / Soil
- Medical or infectious waste



Prohibited Dumpsters

- Tires (\$30 per tire; landfill charges extra and reroutes tires to another facility)
- Contaminated soils, absorbents, sludge
- Paint cans & lacquers (*must be solidified-filled with cat litter*)
- Household cleaners
- Adhesives
- Inks & resins
- Oils, fuels, propane tanks
- Railroad ties
- Dead animals

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- Sticky or oily items not properly bagged/boxed/sealed
- Hazardous materials of any kind

15. Consequences of Violating Regulations

If Customer disposes of materials prohibited by this Agreement or by any Federal, State, or City agency, Customer bears full responsibility for all resulting costs, fines, penalties, cleanup, monitoring, legal fees, or any other charges associated with the violation.

Unauthorized materials may be returned to the Customer at Customer's expense.

16. Permits, Approvals, and Fees

Customer is solely responsible for obtaining all required permits, approvals, and authorizations, and for paying any associated fees required for dumpster placement or use. Josh's Dumpsters must be provided a copy of the permit; this can be submitted to Josh@joshsdumpsters.com

18. Indemnification

Customer agrees to indemnify, defend, and hold harmless the Company from and against all claims, losses, expenses, damages, obligations, and liabilities of any kind or nature whatsoever (including costs of collection and reasonable attorney's fees). This includes, without limitation, any claim arising from Customer's misrepresentation, breach of warranty, or failure to fulfill any representation, warranty, covenant, or obligation under this Agreement.

To the maximum extent permitted by applicable law, Company shall not be liable to Customer for any indirect, incidental, special, consequential, or exemplary damages arising out of or related to this Agreement under any legal theory. This includes, but is not limited to, damage to Customer's property, pavement, curbing, driveways, walkways, fences, landscaping, and/or lawn resulting from the placement, storage, or transport of the equipment on Customer's premises, even if Company has been advised of or should have known of the possibility of such damage.

Customer hereby waives any and all claims against Company relating to or arising from Customer's rental of the equipment and/or Company's performance under this Agreement.

19. Disclaimers

- Prohibited and Hazardous Materials- Customers may not place hazardous, flammable, toxic, or illegal materials in the dumpster, including but not limited to chemicals, paints, asbestos, tires, or medical waste. If prohibited items are discovered, the customer is responsible for all removal costs, fines, or damages arising from such materials.
- Weight Limits-Each dumpster has a maximum weight limit. Customers are responsible for any fees or penalties for exceeding the weight limit. Josh's Dumpsters reserves the right to refuse service or assess additional charges for overweight dumpsters.

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- Placement and Property- Customers must provide a safe and accessible location for dumpster delivery and pickup. Josh's Dumpsters is not responsible for damage to driveways, landscaping, sidewalks, or other property caused by dumpster placement, pickup, or delivery, except in cases of gross negligence by Josh's Dumpsters.
- Use and Safety- Customers are responsible for the safe use of the dumpster. Josh's Dumpsters is not liable for injuries or accidents caused by improper or unsafe use of the dumpster.
- Service Delays / Force Majeure- Josh's Dumpsters is not liable for delays, inability to perform, or service interruptions due to weather, natural disasters, road conditions, governmental actions, or other events beyond its reasonable control.
- Billing and Payment- All payments, including any additional fees, are the responsibility of the customer. Josh's Dumpsters may charge the payment method on file for all amounts due. The company is not responsible for customer errors, including incorrect billing or account information.
- Limitation of Liability- Josh's Dumpsters' total liability to the customer for any claim arising from the rental or services shall not exceed the total amount paid for the rental. Josh's Dumpsters is not liable for indirect, incidental, or consequential damage under any circumstances.
- No Warranty- All services and equipment are provided "as-is". Josh's Dumpsters makes no guarantees or warranties, express or implied, beyond those expressly stated in this agreement.

20. Governing Law

This Agreement shall be interpreted, governed, and enforced in accordance with the laws of the State of Michigan, without regard to its conflict-of-law principles.

21. Severability

Each provision of this Agreement shall be treated as a separate and independent clause. The unenforceability of any one clause shall not affect the enforceability of the remaining clauses.

If any provision or portion of a provision is deemed excessively broad in scope, activity, or subject matter and therefore unenforceable, such provision shall be modified and limited by the appropriate judicial authority to the minimum extent necessary to render it enforceable under applicable law.

22. Waiver

A waiver of any claim, demand, or right arising from a breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand, or right arising from a subsequent breach of the same or any other provision.

23. Acceptance of Terms

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By signing this Agreement, submitting payment, scheduling a delivery, or allowing a dumpster to be placed on the property, Customer acknowledges that they have read, understood, and agree to all terms and conditions contained herein. Customer further agrees that these terms apply to the current rental and to any future rentals unless otherwise updated in writing by the Company.

Customer affirms that all information provided to the Company is accurate and complete, and that they have the authority to enter into this Agreement.

24. Entire Agreement

This Agreement constitutes the entire understanding between Customer and Company regarding the rental of the dumpster. No verbal statements, prior agreements, or representations shall modify or supersede the terms of this Agreement unless made in writing and signed by both parties.

25. Electronic Signatures

Electronic signatures, digital acceptance, or online approval of this Agreement shall be considered equally valid and binding as a handwritten signature.

26. Acknowledgment

Customer acknowledges that dumpster rental involves inherent risks, and Customer accepts full responsibility for compliance with all terms, regulations, and safety requirements outlined in this Agreement. The Customer acknowledges that this Dumpster Rental Agreement is valid from January 1, 2026, through December 31, 2026. A signed rental agreement and the Customer's initial signature on the first invoice are required before any dumpster rental may be dispatched. The customer acknowledges the rental must be paid in full prior to delivery. The Customer understands that rentals cannot be scheduled or delivered until these requirements are completed.

Thank you for choosing a locally owned company. We value your business. Here's to a great 2026 and to serving the best customers.

Best Regards,

Owner Signature

Josh's Dumpsters

Joshua Blakeman

A handwritten signature in cursive script that reads "Joshua Blakeman".