



By renting and or signing this agreement, I (The Customer) acknowledge that I have read and understand the terms and conditions as listed below.

IMPORTANT:

1. Cancellation Fees- \$50.00 day before; \$100.00 day of delivery (prior to dumpster being delivered on-site), and are only valid by speaking directly with a representative. *(See terms & conditions, section R)*
2. Extension of Time on dumpster-must be communicated with a representative, no later than, 9:00am, the business day prior to the scheduled pick-up date, listed on the invoice, to be approved. *(See terms & conditions, section D)*
3. Trip Charge Fee - if unable to deliver or pick-up dumpster (to include, but not limited to overloaded, blocked, customer underestimates/overestimates size needed, customer cancels at time of delivery to site, etc.) -\$125.00.

If situation arises where customer needs to request an unscheduled pick-up and/or re-delivery of an (empty) dumpster that has already been paid for and requests Hoosier Hauler to pick-up and redeliver at another time, a fee of One Hundred Fifty Dollars (\$150.00) will be assessed plus the cost of delivery, if applicable. *(See terms & conditions, section D)*

4. Hazardous materials, chemicals and freon are not to be placed in the dumpster. If these items (refrigerators, air conditioners, tube TV's, etc.) and other listed items *(See terms & conditions, section B for additional items)* are placed in the dumpster, an additional charge of \$250.00 will be assessed
5. Debris placed in dumpster needs to be level with top of dumpster and/or not exceeding the MAXIMUM FILL LINE on the dumpster *(See terms & conditions, section C)*

Terms and Conditions:

A. Customer is solely responsible to obtain any, and all permits, authorizations, consents and to do all other things necessary to allow the dumpster to be placed at the Location, including without limitation and federal, state, or local permits, flashers, flags, or other items as needed.

B. Customer shall not and shall not permit any other person to place any of the following into the dumpster: (a) any hazardous materials, including without limitation, paint (\$25.00/can), painted brick/concrete (applies to clean fill dumpsters only), oil, fuel, chemicals, batteries, electronic waste, televisions, stereos, computers, refrigerators, freezers, air conditioners (or any other appliances containing refrigerant such as Freon)(refrigerators/freezers/air conditioners/etc. - \$250.00/each), fluorescent tubes, asbestos, insecticides, herbicides, pesticides, cleaning supplies, propane tanks, or any other material that is toxic, corrosive or otherwise hazardous to health; (b) liquid, medical or

infectious waste of any kind; (c) rubber tires (auto \$40.00/each, truck \$80.00/each); (d) heavy debris, such as rock, dirt, brick and concrete (wet or dry). (e) no insulation unless bagged. In the event Customer places any such items in the dumpster, the customer shall also pay: (i) immediately pay Two Hundred Fifty Dollars (\$250.00) to Hoosier Hauler; and (ii) shall be solely responsible for any, and all costs and expenses incurred by Hoosier Hauler for the special handling and/or disposal of such items, including without limitation costs associated with any environmental testing and remediation or of professionals or contractors related thereto.

C. Customer shall not fill the dumpster to a level higher than the line on the dumpster marked with "MAXIMUM FILL LINE". If this marking is absent, then the dumpster shall not be filled to a level higher than the top edge of the dumpster. In the event Customer fills the dumpster to a level higher than that line marked, Customer shall, immediately upon demand of Hoosier Hauler, pay a fee of \$150.00 for extra handling and/or removal of such items. Hoosier Hauler has no responsibility to dispose of items above said line and reserves the right to remove said items and leave them at the premises upon which the dumpster is placed as indicated above ("Location") with no further responsibility with respect thereto. If loaded excessively then Hoosier Hauler will leave dumpster at Rental Site until it is leveled to a safe level by the Customer.

D. Customer agrees to provide free, unimpeded access to the Location for all personnel and equipment of Hoosier Hauler that is required to place, empty, and remove the dumpster pursuant to this Agreement. In the event Hoosier Hauler is unable to access the dumpster when Hoosier Hauler arrives to empty the dumpster (swap out), remove the dumpster (pick up) from the Location, or unable to deliver the dumpster (delivery) due to no access and/or area not being large enough, Customer shall pay One Hundred Twenty Five Dollars (\$125.00) for each failed attempt. If Hoosier Hauler must wait on site, then a fee of \$25.00 will be charged for each 15 minutes required to wait.

Customer shall notify Hoosier Hauler, no later than 9:00 a.m. the business day prior to the scheduled pick-up date listed on the invoice, of any condition that may interfere with removal of the dumpster to avoid such charge. Scheduled removal date is the date Hoosier Hauler may pick-up the dumpster. The Customer may extend the Rental Period, for a fee, by notifying Hoosier Hauler no later than 9:00 a.m. the business day prior to the scheduled pick-up date listed on the invoice. Extensions requested after this time may not be granted.

During peak periods, Hoosier Hauler may not be able to pick-up the dumpster on the scheduled pick-up date. In the event this occurs, the customer will not be charged for the rental period beyond the scheduled pick-up date. Hoosier Hauler may pick up the dumpster on or after the Scheduled Pick-Up Date without prior notice. It is the Customers responsibility to contact Hoosier Hauler if any changes occur after scheduled date that may affect the quality of the pick-up (for example, but not of limitation, inclement weather, vehicles blocking dumpster or acts of God) to avoid additional trip fees. Hoosier Hauler reserves the right to pick-up the dumpster at any time of day or night on the scheduled pick-up date or thereafter, with or without notice to Customer regardless of the time of day dumpster was delivered. Customer must remove any items attached to dumpster (tarps, straps, locks, etc.) before the pickup date. Hoosier Hauler has no obligation to remove/return these items to the Customer. If a Swap Out order cannot be completed at the time Hoosier Hauler arrives to do such, it will then revert to a regular Dumpster Rental and any appropriate fees will be applied to the Customer's account.

Hoosier Hauler understands that situations may arise, after a delivery is completed, that customers need to request an unscheduled pick-up and/or re-delivery of an (empty) dumpster that has already been paid for. In these situations, if the customer requests Hoosier Hauler to pick-up and redeliver at another time, a fee of One Hundred Fifty Dollars (\$150.00) will be assessed plus the cost of delivery, if applicable.

E. Customer acknowledges that the size and weight of the delivery vehicle and/or dumpster, particularly when full, may potentially cause damage to the Location. In no event, shall Hoosier Hauler be responsible for any damage or destruction caused by the dumpster or its placement or attempted placement or removal at the Location, including, without limitation, damage to persons or property, grass, lawns, shrubbery, curbs, driveways, walks, trees, patios, sprinkler systems and/or objects or equipment left in the area. If the Dumpster is placed on a lawn or other soft surface at the Customer's request, and Hoosier Hauler is unable to pick up due to weather or any other conditions, this Rental Agreement will be extended, at a fee of \$10.00 per day, to the Customer, until such time the Dumpster can be removed.

F. All agreements are contingent upon strikes, accidents, or delays. Some examples may include, without limitation, inclement weather, delays in vendors' shipments or acts of God.

G. Customer shall indemnify, release, and hold harmless Hoosier Hauler, its members, employees, agents, and representatives, from and against any, and all claims, damages, suits, liabilities, debts, and obligations, including without limitation attorneys' fees and costs, arising out of or directly or indirectly related to: (a) the placement, filling and/or removal of the dumpster in, on or about the Location; and (b) Customer's violation of any provision set forth in this Agreement.

H. Customer is responsible for carrying broad form casualty and property (both real and personal) insurance and any other necessary insurance covering the Location, and Customer shall be solely responsible for any, and all loss, theft or damage that occurs with respect to the dumpster while it is at the Location. Customer shall not attempt to remove the gates from the dumpster and/or move the dumpster. Removing the gates and/or moving the dumpster will cause damage to location and/or dumpster. In the event the customer removes the gates and/or moves the dumpster from the delivery location, customer shall pay Two Hundred Fifty Dollars (\$250.00) plus damage to the dumpster. Customer is responsible for any, and all damages as a result of removing the gates and/or moving dumpster. Customer is also responsible for damage done when loading the dumpster with equipment. In the event damage is done to the dumpster and is unable to be rented, Customer shall pay Twenty-Five Dollars (\$25.00) each day dumpster is out of service, plus the cost of repairs.

I. It is agreed that no transfer, renewal, extension or assignment of this Agreement or any interest herein shall release Customer from any obligation hereunder, and any loss, injury to or destruction of the dumpster and/or the Location shall not entitle the Customer to any return of any payment made hereunder.

J. All rights of Hoosier Hauler in, to and under this Agreement shall pass to and may be exercised by an assignee thereof without notice to or consent of Customer. Customer agrees that, if Hoosier Hauler makes an assignment of said rights, the liability of Customer to the assignee and the rights and remedies of assignee will be immediate and absolute.

K. Customer represents that Customer is not relying on any warranty or representation of Hoosier Hauler. No modification or additions to this Agreement shall be binding unless in a writing and signed by obligated party. Notices hereunder should be sent to: Hoosier Hauler, LLC, P.O. Box 275, Morgantown, IN 46160.

L. In the event, any provision of this Agreement shall be held ineffective, the remainder of this Agreement shall remain in full force and effect.

M. This Agreement shall be binding upon the parties hereto and their successors and assigns.

N. The Customer is responsible to notify Hoosier Hauler in writing at least twenty-four (24) hours in advance of delivery of the dumpster of any utilities, sprinkler systems, satellite, or cable TV cables around the Location where the dumpster is to be placed. If any of the above-mentioned items are damaged, in the areas described, the Customer shall

bear the entire cost of repair and relocation. The same twenty-four (24) notice is required if dumpster must be picked up prior to the scheduled pick-up date. Hoosier Hauler cannot guarantee any dumpster will be removed by any desired time without giving proper notice first.

O. A payment is delinquent hereunder when the final payment is not received within the rental period set forth as agreed upon by Hoosier Hauler and Customer. A one and one-half percent (1.5%) per month service charge will be assessed [eighteen percent (18%) per year] on all amounts due Hoosier Hauler that are not paid by the date due. Should Customer fail to permit Hoosier Hauler to deliver, empty or remove the dumpster as agreed between the parties for any reason whatsoever, Hoosier Hauler shall be relieved of any obligation hereunder, and the Customer agrees to pay Hoosier Hauler any, and all damages sustained by Hoosier Hauler.

Customer gives Hoosier Hauler permission to charge the payment method on file for the initial rental fees and any outstanding charges after giving notice to Customer.

P. In the event a check submitted by Customer is dishonored or otherwise returned to Hoosier Hauler or Customer stops payment on any check or reverses a credit card charge, Customer shall immediately pay Seventy-Five Dollars (\$75.00) to Hoosier Hauler in addition to any, and all late fees and other rights and remedies hereunder, at law, in equity or otherwise for each occurrence. Customer agrees that, in the event payment is not made in accordance with this Agreement and the claim is turned over for collection or Customer is otherwise in violation of any provision of this Agreement, the undersigned Customer agrees to pay to Hoosier Hauler any and all interest (as provided herein), attorneys' fees and court costs incurred by Hoosier Hauler in connection with enforcement of this Agreement. All rights and remedies of Hoosier Hauler set forth herein are cumulative and are in addition to all rights and remedies Hoosier Hauler may have at law, in equity or otherwise.

Returned checks or credit card declines with no payment before pick-up date will result in being charged for another rental fee for the size of dumpster and same period of time rented. These charges will be repeated until payment is satisfied.

Q. NO WARRANTY: HOOSIER HAULER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL HOOSIER HAULER BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

R. The undersigned Customer acknowledges receipt of a full executed, true copy of this Agreement immediately after signing. Customer acknowledges that he/she has read and knows the contents thereof, and understands that no other agreement, written, verbal or otherwise, is binding upon the parties thereto, and that this written Agreement contains the entire terms of the Agreement. You have the legal right to cancel your order within 48 hours prior to your scheduled delivery. Cancellations made on the day of scheduled delivery will be charged a fee of One Hundred dollars (\$100.00) and a fee of Fifty dollars (\$50.00) the day before the scheduled day of delivery. Customers may direct any questions, complaints, or inquiries to: talkingtrash@hoosierhauler.com.

If at any time you have questions, please do not hesitate to contact us.

(Rev 01/2020)