

HAULING OPS, LLC

Dumpster Rental &/or Service Agreement/Invoice

This Dumpster Rental Agreement ("Agreement") or service agreement, is made on this date, _____, by and between HAULING OPS, LLC, doing business as HAULING OPS, LLC, having as its principal place of business at **7405 Fraser Circle, Frederick, CO 80530** and _____, representing the property at _____ ("Customer"). Company and customer also may be individually referred to as "Party", and collectively as "Parties".

1. Dumpster, trailer & equipment Rental:

(a) Customer certifies that he or she is either the property owner, has power of attorney for the property owner or is the licensed contractor/broker for the property. Customer may not sublet the dumpster for any reason and is responsible for all contents put in the dumpster, regardless of origin. **Customer is responsible for any & all damages to dumpsters, trailer (any part), winch & all associated equipment while such is on the property or in transit or during any portion of this agreement. Customer is responsible for adhering to weight limits set forth. Damage to any of the above incurred while in the performing of this agreement is sole responsibility of the customer.** All reasonable attempts will be made by the company to avoid damages to any & all of the above items, equipment & vehicles. Adhering to & gauging weight limits are responsibility of the customer.

Dumpster size: _____ Yard Dumpster. ***NO DUMPSTER MAY BE LOADED OVER-CAPACITY* CAPACITY=5.5 TONS FOR ALL DUMPSTERS**

Duration: _____ Days(s) @ \$ _____ * Each additional day: \$ _____ /day.

Week(s) @ \$ _____ /week. * Each additional week: \$ _____ /week (One week=7 days)

Monthly @ \$ _____ /month. Total: \$ _____

*** Cost covers up to two (2) tons or three(3) tons per load based on size of dumpster & prior disclosure & agreement.**

*** Rental begins on the first day of delivery. There will be no "credit" for inclement weather days,**

*** Alternate or Additional terms for duration can be arranged upon request and mutual agreement (Referenced in addendum, if needed).**

(b) Weight/Tonnage limits and fees: Customer agrees to restrict the weight/tonnage limit to _____ tons for the _____ yard dumpster.

If Customer exceeds the weight/tonnage limit for that dumpster, Customer hereby agrees to pay an additional fee of \$ _____ /ton.

*** At no time may contents exceed 5.5 tons.**

(c) Location and placement of dumpster: Customer warrants and represents that any location provided by the Customer for the dumpster is sufficient to bear the weight and size of the dumpster and any vehicle required to transport the dumpster. Company shall not be responsible any damage to pavement or any other road surface materials, driveways, lawns, fences, shrubbery, septic systems, private wells, or any other form on the property. Company will make every good faith effort to avoid damaging above mentioned

(d) Company Accessibility: Customer agrees to provide unobstructed access to the drop location for delivery purposes. Low hanging wires, tree branches, roof tops or steep driveways will all be taken into consideration when determining placement location. There may be other factors to consider including, but not limited to, weather, mud, slippery conditions, or proximity to existing objects. Customer may request a specific location and the Company will make every effort to accommodate this request. Company reserves the right to make final determination as to the reasonableness, accessibility, and safety of final placement of the dumpster. If it is determined the location is not reasonable, accessible, or safe, an alternate location will be chosen. Customer agrees to provide unobstructed access to the dumpster on the day it is to be picked up. If the dumpster is inaccessible on pick up day, Customer shall be charged a \$ _____ missed pick up and return fee in addition to the daily fee.

(e) Requirements for dumpster use: Debris may NOT extend above the top of the rim of the dumpster. The tarp MUST be able to roll completely over the top of the dumpster without obstruction. The doors must be closed and secured before it can be removed.

*** Overfilled or unprepared dumpsters will be brought into compliance before dumpster is loaded and removed at the customer's expense.**

2. Content Regulations: Customer is fully responsible for the entire contents of the dumpster and is the rightful owner of the dumpsters contents until the dumpster is unloaded and contents are accepted at the prospective waste disposal site, landfill, or transfer station.

(a) DISPOSAL OF HAZARDOUS MATERIALS AND UNACCEPTABLE MATERIAL PROHIBITED. Customer warrants and represents that the dumpster will not contain any hazardous materials and acknowledges that the disposal of such hazardous materials is strictly prohibited. For purposes of this agreement, "hazardous materials" shall mean any waste which is listed, has the characteristics of, or is otherwise identified as a hazardous waste or subject waste under applicable state or federal laws or regulations, including without limitation the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder). "Unacceptable Material" shall mean any non-hazardous waste which is not permitted to be processed at a facility under applicable laws or permits, source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 and the regulations thereunder; asbestos-containing waste; mercury-containing waste; and any waste delivered by Customer which is not approved by the Company. If Customer has any questions about whether a particular material is considered hazardous, please call the Company before disposing of the material in the dumpster.

(b) Violations of Regulations: In the event contents that are prohibited by this agreement or any Federal, State, City or Municipality regulations are disposed of at the waste disposal site, landfill, or transfer station, all costs, fines, penalties, or other actions taken by the aforementioned facilities will be the sole responsibility of the Customer. Costs may include, but are not limited to cleanup, monitoring, legal fees, penalties, or any other charges associated with unauthorized material disposal. Materials may be returned to the Customer at the Customers expense.

3. **Permits, Approvals and Fees:** Customer shall be responsible for obtaining all necessary permits, approvals and paying fees, including Federal, State, Local and disposal site taxes incurred in conjunction herewith.

4. **Indemnification:** Customer agrees to indemnify and hold harmless the Company from, against and in respect to any and all claims, losses, expenses, damages, obligations and liabilities (including costs of collections and reasonable attorney's fees) of any kind or nature whatsoever, including any misrepresentation, breach of warranty, or non-fulfillment of any representation, warranty, covenant Agreement of or by the Customer in this Agreement. This provision shall survive the termination of this Agreement.

5. **Entire Agreement:** This Agreement contains and represents the entire Agreement between the Parties and supersedes all prior Agreements and understandings, oral or written between the Parties with respect to the subject matter hereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either Party hereto.

6. **Amendment:** This Agreement may be modified only by an agreement in writing, signed by both Parties hereto.

7. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the conflicts of law rules of such state.

8. **Severability:** Customer agrees that each provision contained in this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall not in any way impair the enforceability of any of the other clauses herein. Moreover, if one of more of the provisions or parts thereof contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provisions or parts of provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extent compatible with then applicable law.

9. **Waiver:** A waiver of any claim, demand or right based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

10. **Notice:** Any notice required or permitted to be given under this Agreement shall be sufficient only if in writing and if sent United States Mail, certified, return receipt requested, postage prepaid to the Parties at the addresses set forth in the first paragraph of this Agreement.

11. Customer is fully responsible for any and all damage to the dumpster once dumpster is placed at the customers Location. Upon delivery, customer may assess any existing damage or concerns and must be noted.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date first above written.

Hauling OPS, LLC Representative

Signature

Company (if applicable)

Customer Signature

Additional Terms Addendum:

Customer, please initial acceptance of terms. _____