

# Kerns Dumpsters INC

## DUMPSTER SERVICE AGREEMENT WEEKLY RENTAL

1185 US HWY 14 Suite D, Oregon, WI 53575

608.291.2565

Office@kernsdumpsters.com

www.kernsdumpsters.com

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Thank you for renting a roll-off dumpster from us! This document is designed to make your service and rental as efficient and cost effective as possible. Please read the entire document prior to signing as it is a contract. The Terms and Conditions on reverse side are a part of this agreement.

### Dumpster Size Rented:

\_\_\_\_\_ **12 Yard      \$400.00 7 Day Rental** (Includes Delivery/Pick Up & 1 ton of disposal at landfill)  
\_\_\_\_\_ **20 Yard      \$450.00 7 Day Rental** (Includes Delivery/Pick Up & 2 tons of disposal at landfill)  
\_\_\_\_\_ **30 Yard      \$500.00 7 Day Rental** (Includes Delivery/Pick Up & 3 tons of disposal at landfill)

### Additional Charges (if applicable):

\$58.00 per Ton shall be charged if tonnage is over allotted amount shown above.

\$25.00 per Day shall be charged if dumpster is not picked-up after 7 days from date of delivery. (3 DAY MAX) FULL AMOUNT SHALL BE CHARGED THEREAFTER

+\$100 If outside of Dane Co.

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### **CUSTOMER BILLING INFORMATION:**

\_\_\_\_\_ NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_ EMAIL \_\_\_\_\_

### **JOBSITE INFORMATION:**

**JOBSITE ADDRESS:** \_\_\_\_\_

**DELIVERY DATE:** \_\_\_\_\_

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### **CREDIT CARD / PAYMENT AUTHORIZATION:**

CC # \_\_\_\_\_ EXPIRATION \_\_\_\_\_ CVV \_\_\_\_\_

TERMS DUE UPON RECEIPT: I authorize the balance due to be charged to my card if other payment arrangements are not made with Kerns Dumpsters prior to start of contract.

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### **ACKNOWLEDGEMENT**

CUSTOMER'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

## **TERMS AND CONDITIONS**

**LOADING LEVELS & WEIGHT INSTRUCTIONS.** The customer is responsible for the filling of the dumpster and its contents. The dumpsters must be loaded evenly and level – nothing should extend higher than the side or top trails. Concrete, dirt, rocks, brick, asphalt, stucco, and other heavy inert materials may not be loaded any higher than 2 feet above the bind floor in any size dumpster. Overweight loads are dangerous and subject to be dumped and reloaded at the customer's expense.

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**HAZARDOUS MATERIALS.** No liquids, batteries, paint, toxic materials, oils, hazardous waste materials, explosives, pressurized containers of any kind, or any items listed by City, State or Federal agencies with jurisdiction over the respective area.

**DUMPSTER PLACEMENT.** A flat and level surface for dumpster placement is required. Please provide a minimum of (1) full day notification in advance when scheduling service. The customer is responsible for any local, city or municipality permit which may be required.

**TERM.** The term of this agreement shall be for the minimum period designated by the Initial Term Years, on the face of this agreement, and shall be automatically renewed from year to year unless either party shall give written notice of termination (certified mail or email) to the other party at least sixty (60) days prior to the termination of the initial term or anniversary date of any new renewal year. In the event the Customer terminates this agreement other than as provided herein, Customer shall pay to Contractor, as liquidated damages, a sum calculated to be ninety-percent of the average monthly billing, multiplied by the remaining months in the initial term or renewal period.

**PRICE GUARANTEE.** Contractor guarantees that it will not raise its rates for the service described on Page 1, for a minimum period of One Year from the commencement of this agreement, except for the following extraordinary conditions: 1) Increases in landfill rates, or disposal fees; 2) Increased costs due to significant changes in the distance or time it takes to travel to a disposal site or alternative site; 3) Increased costs or fees imposed upon Contractor by, or as a result of, government rules, regulations, laws, or policy; 4) Substantial increases (twenty-five percent or more) in the per gallon price of truck fuel.

In the event rates are increased wholly or in part due to any of the above reasons, Contractor shall give the Customer 30 days prior notice of any increase and document the reason for the increase to the Customer.

**CONSUMER PRICE INDEX RATE CHANGES.** Contractor shall have the right to adjust its rates at any time after the initial 12 month period to offset increased costs of doing business. Contractor agrees that any increase in its rates (not including the extraordinary conditions listed in the preceding paragraph), shall not be greater than the Consumer Price Index measured from the last adjustment date (or measured from the commencement date of this agreement for the first adjustment).

**WASTE MATERIALS.** Customer warrants that the waste or materials delivered to Contractor hereunder will not contain any hazardous, toxic, radioactive, or any other substance prohibited by applicable federal, state, or local, laws or regulations. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, costs, attorneys fees, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property or the environment arising out of breach of the warranty stated above. The warranties and indemnities contained herein shall survive the termination of this agreement.

**CUSTOMERS RESPONSIBILITY FOR EQUIPMENT.** The equipment shall be in the possession and control of the Customer. Customer agrees to hold harmless and indemnify Contractor against all claims, lawsuits, and any other liability for injury to persons or damage to property arising out of the possession or use of the equipment by the Customer. Customer shall be responsible for the cleanliness and safekeeping of the equipment and is responsible for any, and all damage from the time the equipment is delivered until it is returned. This includes but is not limited to fire, theft, vandalism, negligence, graffiti, natural disaster, or other activity which causes damages. Customer shall pay any taxes (municipal, state and federal) including personal property taxes, which may be imposed by the possession or use of the equipment. Customer shall not overload the equipment, nor use it for incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear. Customer shall not overload or cause to be overweight, any Roll-off container provided by the Contractor. In the event an overweight fine is sustained by the Contractor transporting a Roll-off container loaded by the Customer or its designates, Customer shall incur the cost of any fine and expense.

**CHARGES AND PAYMENT.** Customer shall pay the Contractor on a monthly basis for the services provided by Contractor in accordance with the Schedule of Charges shown on the face of this agreement. Payment shall be made by Customer within thirty (30) days after receipt of an invoice from Contractor. In the event that any payment is not made when due, Contractor, at its sole option, may, at any time, terminate this agreement with a ten (10) day notice to Customer and recover any equipment on the premises of Customer. Contractor may impose, and Customer agrees to pay, a late fee not to exceed the maximum rate allowed by law for amounts not paid within thirty (30) days of invoice.

**CONTRACTORS INSURANCE.** Contractor warrants that it carries public liability insurance, and worker's compensation insurance, and will provide Certificates of Insurance to the Customer upon request. Contractor warrants to the Customer that refuse will be delivered to a Wisconsin DNR approved facility, and that Contractor is licensed by the State of Wisconsin to perform the services contracted herein.

**DRIVEWAYS AND PARKING AREAS.** Customer warrants that any right of way provided by Customer is sufficient to bear the weight of Contractors equipment and vehicles. Contractor shall not be responsible for damage to pavement, surface or sub surface of any route reasonably necessary to perform the services herein contractor.

**PERMIT (if required).** If dumpster is placed in a public right-of-way (i.e. street, sidewalk, etc.), Customer shall secure and pay for a permit with the local municipality and display on dumpster as required.

**CHANGES.** Changes in the Schedule of Charges, frequency of collection service, number, capacity and type of equipment may be agreed to in writing, by the parties.