



MIDWEST CONTAINERS RENTAL AGREEMENT

ROLL OFF CONTAINER SERVICE (513) 265-8411, containers@midwestconstoh.com

This agreement is entered into between MIDWEST CONTAINERS, 750 Main Street Milford, OH 45150 and _____(CUSTOMER).

CUSTOMER'S AGREEMENT TO PAY FOR SERVICES. CUSTOMER payment is due to the COMPANY for the service charge and adjustments as set forth in this contract at the time of ordering. The rate for the proper disposal of the contents of the roll off container is indicated by customer initials on chart below for each roll off container. Additional extended service area fuel charges may apply, and if so will be noted in the "Additional Charges" section of this contract. COMPANY may terminate this agreement if CUSTOMER fails to pay the service charge or should the credit worthiness of the CUSTOMER not be acceptable to the COMPANY. No container shall be removed unless paid for.

PICK UP SCHEDULE. The container shall be picked up at the end of the 14-day contract period if CUSTOMER has not made prior arrangements. After the end of the contract term, an additional rental charge of \$5 per day will be applied to the account. If unable to pick up container due to excessive load size, a portion of the load must be removed by CUSTOMER. If all excess debris is not removed, COMPANY may dump excess on site to collect said container.

EXCLUSIONS: NO Hazardous waste, industrial waste, chemical products, oil filters, herbicides & pesticides, radioactive material, solvents, paint (except completely 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, appliances, petroleum-contaminated soil, lead paint chips, **tires**, computers, monitors, televisions, microwaves, fluorescent tubes, railroad ties, medical waste, asbestos, animals, barrels, all liquids, flammable, toxic, and/or hazardous material, thinners, lacquers, batteries, infectious waste, contaminated soils, fuels, car batteries, food wastes, adhesives or industrial drums, or "Special" waste, as defined by applicable Local, State and Federal laws or regulations. We **cannot** accept refrigerators, freezer units, and air conditioners. Any of these items found in the container must be removed or we have the right to dump the load at the job site. **If such items are hidden in the dumpster and COMPANY is charged at the dump site, CUSTOMER agrees to pay actual charges and fines. CUSTOMER is responsible for contents of container during rental period, and for any charges associated with restricted contents.**



CONTAINERS: All containers furnished by the COMPANY shall remain the property of the COMPANY and customer SHALL not modify or use the containers for any purpose other than relating to the COMPANY'S service. CUSTOMER shall not move, transport or otherwise relocate the container(s) while in the CUSTOMER'S possession. Upon 24 hours' notice, COMPANY shall relocate the container on the premises for a service charge of \$100.00. CUSTOMER accepts responsibility and liability for any loss of, or damage to the container(s) while in CUSTOMER'S possession. CUSTOMER shall provide a suitable site for the container(s) and grants the COMPANY the right to access to the container(s) at all reasonable times. Additional charge of \$100.00 will apply if: (a) container(s) are unserviceable due to CUSTOMER'S failure to provide access and a return trip is required for pickup, or (b) driver arrives for requested pickup and customer requests dumpster not be taken (even if it is within the original rental period). Federal, state and local laws govern the transportation and gross vehicle weight of over-the-road vehicles. Construction and Demolition debris may be loaded to the top "FILL LINE – GENERAL DEBRIS" of the roll off container. Dirt, concrete, brick, block and asphalt materials shall only be loaded to the "FILL LINE – DIRT CONCRETE BRICK BLOCK" marked on the roll off container for these materials. **If company is unable to tarp container due to overfill or if unsafe to transport, COMPANY has the right to dump all or part of the load on site.**

CUSTOMER'S RESPONSIBILITY. COMPANY shall not be liable for any claims for damage to CUSTOMER'S pavement or driveway surface resulting from the roll-off container or COMPANY truck servicing the container. If CUSTOMER requests placement of container on any grass or dirt surface, COMPANY is not liable for any damages to such surfaces by truck or container. CUSTOMER must assure a minimum of 15' overhead clearance for all power, phone, cable, and other lines. CUSTOMER releases COMPANY, and shall indemnify, defend and hold harmless COMPANY against all claims, damage to property arising out of CUSTOMER'S use, operation or possession of the container. COMPANY shall not be liable to CUSTOMER for failure to perform the services due to events beyond its control, including but not limited to strikes, riots, fires, floods, and governmental actions, changes in law, weather, traffic, or acts of God. CUSTOMER is responsible for any necessary permits, and agrees to pay any fines or fees associated with obtaining permits, or moving the dumpster in case a permit was not obtained and was required. Move fee is \$100.00. **If driver believes placement will cause damage to property, container or vehicles: driver can refuse placement of container and suggest a more suitable location. If CUSTOMER wants to take financial responsibility for damage resulting in placement of original request, initial here _____**



WEIGHT LIMITS. The weight limit for each dumpster size is defined below, any overweight load will be billed at \$75 per ton, in exact increments over the limit. If the load exceeds the legal limits of the container or vehicle, customer must remove that weight sufficient to bring the load into legal compliance. If customer refuses to do so, COMPANY reserves the right to dump all or any portion of the load at the job site.

DUMPSTER RENTAL RATES AND CHARGES

20 yard	30 yard	40 yard
\$465.00	\$565.00	\$640.00
Maximum Weight 9,000 lbs.	Maximum Weight 11,000 lbs.	Maximum Weight 13,000 lbs.

ADDITIONAL CHARGES:

Dead Run Fee	\$100.00
Weight Overage Charge	\$75.00/ton
Time Overage Charge	\$5.00/day
Dumpster Move Charge	\$100
Unqualified Debris Charge	Variable
Dunnage	\$100.00

This agreement is entered into this _____ day of _____,

Customer Signature

Delivery Address:

Container(s):

Delivery Date: