

## **Trash Talks SWFL LLC Dumpster contract terms and conditions.**

This Dumpster Rental Agreement (“Agreement”) is made as of this date, (**DATE OF INVOICE**) and between Trash Talks SWFL LLC having its principal place of business at 18871 Serenoa Court Alva, FL 33920 (“Company”), and (**NAME STATED ON INVOICE**) representing the (“Customer”). Company and Customer also may be individually referred to as “Party”, and collectively as “Parties.”

### **Terms and Conditions Agreement**

**We encourage all customers to read the below terms and conditions prior to paying an invoice. By receiving, viewing, and paying an invoice, the Customer is by default agreeing to the terms and conditions stated below. All Customers will be provided with a copy of these terms and conditions at time of receiving an invoice or estimate on a job. At anytime a customer or their representative may request a copy of these terms and conditions provided at the time of invoice. All Customers, in leu of this attached PDF, may request an Adobe E-SIGN prior to Paying.**

### **Pricing & Payments:**

#### **1. Residential Contract pricing:**

- a. 16-yard Dumpster rented on a 48hr basis with option to extend. Priced at \$350.) A 7 Day Rental is \$400. This includes up to 2 Tons (4,000 pounds. Excess weight will result in a \$80/Ton Fee.
- b. 20-yard Dumpster rented on a 48hr basis with option to extend. Priced at \$400.) A 7 Day Rental is \$450. This includes up to 2 Tons (4,000 pounds). Excess weight will result in a \$80/Ton Fee.
- c. Rentals are for 48hrs or 7 Days. Additional Days will be charged \$25/day up to 7 days.
- d. Junk Removal Pricing is based on a rate of \$1.50 to \$2.50 per cubic foot with 2 Tons included. Excess weight will result in a \$80/Ton Fee.
- e. Building Cleanouts are priced at \$1.50 per square foot with 2 tons included. Excess weight will result in a \$80/Ton Fee.
- f. Dumpsters that need to be emptied and returned to the rental location before the rental period is over, otherwise referred to as “A Swap,” will be charged a \$50 Swap Fee. Additional Swaps and disposal fees after the first Swap and disposal will be charged at \$80/Ton.
- g. Special Equipment Services are priced at time of job bidding.
- h. A 5% Credit Card Processing Fee be applied if Paying by Credit/Debit Card
- i. No Fuel Surcharge assessed on Residential Jobs, unless over 15 Miles from the company address.

### **Residential Payment and Pricing:**

Residential Customers must Pay Upon Delivery. A card or payment method will be held on file for overweight charges and recurring Swap Fees. Cash, EFT, or Credit Cards are accepted. A 5% credit card fee will be applied for all Credit Card Transactions.

A \$0.67/mile Fuel Charge will be applied to hard-to-reach destinations over 15 Miles from the Company Address. 18871 Serenoa Court, ALVA, FL 33920

### **Cancelations and Cancellation Insurance**

*Cancelations:* All Residential and short-term rental clients must notify Trash Talks SWFL LLC no later than 72 hours prior to the scheduled drop-off time and date. Failure to notify Trash Talks SWFL LLC 72 hours prior to scheduled drop off time and date will result in a non-negotiable 50% charge of the contracted rate for selected service. If a client cancels less than 24 hours prior to the scheduled drop-off time and date, then an additional 5% inconvenience fee will be added. ALL Credit Card charges will be billed an additional 5% service fee.

*Cancellation Insurance:* All Clients have the option to purchase Cancellation Insurance at the price of \$49 at time of service/rental selection. This is a one-time, non-refundable fee. Purchasing Cancellation Insurance allows the customer to not be charged 50% of the contracted rate plus a 5% inconvenience fee, in the event of an unexpected event, or any reason that would cause a client to cancel our service up to 72 hours prior to the contracted drop off date and time.

### **Dumpster Use:**

**1. 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.

**(b) Price.** Customer agrees to rent a dumpster from Company according to the prices and fees set forth at the time of rental. The rental period begins the day the dumpster is dropped off, unless otherwise granted by the Company.

**(c) Weight Limit.** Customer agrees to restrict tonnage to 2 tons for a 16 yard and 4 tons for a 20 yard. If the Customer exceeds the relevant tonnage limit, Customer hereby agrees to pay an additional fee of \$75 per ton for each ton in excess of the limit for that dumpster.

**(d) Placement of Dumpster.** Customer warrants and represents that any location provided by Customer for the dumpster is sufficient to bear the weight and size of the dumpster and any vehicle required to transport the dumpster. The company shall not be responsible for any damage to pavement or any other road surface material, lawns, fences, shrubbery, septic system, private well, or any other form of property damage.

### **(e) Drop off and Pick up.**

A responsible adult should be present at all drop off and pick up times. You will be charged a \$100 delay fee if no one is present upon drop off, and we will cancel your reservation. Unless

otherwise noted (see Cancellation Insurance).) A Trash Talks SWFL LLC representative and the Client must review and agree to the terms and conditions of the reservation and a copy of the reservation and drop off checklist must be signed by both parties and retained by Trash Talks SWFL LLC and the client. Trash Talks SWFL LLC will take all prudent steps to make sure the client is aware of this policy prior to drop-off times being reviewed or changed. Under no other conditions will Trash Talks SWFL LLC leave a dumpster at a residential or commercial property.

**(f) Company Accessibility: Access and Ground Conditions.**

1. The Customer will be responsible for the provision of free and suitable access to and from the delivery site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for delivery, placement, and removal of the dumpster. No responsibility will be accepted for the damage to any surface, and you should therefore take steps to protect surfaces (e.g. paving slabs, soft ground) before delivery.

2. Should the container cause damage to concrete or asphalt during loading or unloading. Trash Talks SWFL LLC is only responsible if this is due to our negligence. We have specifically identified that heavy containers may cause damage and that the placement of these heavy containers.

3. Should the Customer fail to return the container, Trash Talks SWFL LLC maintains the right to enter upon the premises where the container may be without notice and take possession of and remove it at the Customer's expense all without legal process, the Customer hereby waving any claims for damages from any such entry or removal.

**2. Content Regulations.** (a) Customer is fully responsible for the entire contents of the container and is the rightful owner of the container's contents until the container is dumped and the contents accepted by the prospective disposal facility.

**(b) Hazardous and Unacceptable Material Prohibited.** The 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 hazardous waste or subject waste under applicable state or federal laws or regulations, including but not limited to 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 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. See attached non-permissible materials and waste sheet.

**(c) Dump fees and Non-Permissible Items.**

All dump fees are paid by clients. A Payment method will be held and charged after dump, or you can choose to pay an additional flat fee based on the dumpster size and weight limitations. A list of non-permissible items will be provided and reviewed upon drop off and again reviewed upon pick up. Additional charges may apply. See list provided as this can change with each municipality. Please place any items that may leak inside a contractor's trash bag next to the dumpster and label it with the provided tags. These bags and tags are available upon request. 1 item per bag. "We are not responsible for cleaning up leaked material that should not have been placed inside the

dumpster. I.E. paint, stains, oil, fuel, antifreeze, or other non-permissible items that may stain or damage your property." Trash Talks LLC is not responsible for the client's negligence in these matters.

**(d) Required for Pickup.** Debris may NOT extend above the top rim of the dumpster. The tarp MUST be able to roll completely over the top WITHOUT OBSTRUCTION. The end doors MUST be CLOSED and secured before it can be removed. Overfilled or unprepared containers will be brought into compliance at the Customer's expense.

**(e) Consequences of Violating Regulations.** In the event of contents that are not allowed by this contract or any Federal, State, Parish, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the customer is fully responsible for all associated charges. 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 customer's expense.

**3. Permits, Approval, and Fees.** Customer shall be responsible for obtaining all necessary permits and approvals and paying all fees that may be incurred in conjunction therewith.

1. **Damaging Trash Talks SWFL LLC property.**

Customer shall be liable for any loss or damage to rented equipment in excess of reasonable wear and tear. If a dumpster or trailer is found to be damaged beyond use while in the customer's possession, a replacement fee will be charged of \$5,000 or up to the actual replacement cost of the equipment damaged, whichever is greater. Loss of use fee may be included if the customer in possession of the property willfully and knowingly damages or destroys Trash Talks SWFL LLC property. A "Loss of use fee" is calculated based on the cost to replace the property plus the average monthly revenue generated by the property. (*Cost to replace + Average Monthly Revenue for property category = Loss of Use Fee*)

1. **Moving Trash Talks SWFL LLC property.**

Under no circumstances should anyone other than a Trash Talks SWFL LLC representative move or attempt to relocate any dumpster or dump trailer. If found to be in violation of this safety precaution the client will be fined \$500. If in the event you need to have the dumpster removed or relocated prior to the expiration of your rental contract, please call Trash Talks

SWFL LLC and it will be removed or relocated at no additional cost. Again, failure to comply will result in monetary penalties.

1. **Violation of safety rules and regulations.**

Warning signs and safety rules are visibly posted on each dumpster. Failure to comply with safety rules and regulations could result in serious injury or death to property and persons. Trash Talks SWFL LLC is not liable for any injury, loss of life, damage to personal property or the loss of use of equipment or property when a customer or anyone else violates the safety rules and regulations. Anyone who is found in violation of standard safety regulations is relinquishing their right to sue or file claims against Trash Talks SWFL LLC for damages or the recovery losses caused by the violator's negligence.

1. **Our No delay Guarantee:** We dump and return within 24hrs of calling or being notified of dumpster/trailer being full or one swap is free! Our goal is to provide a fast turnaround so you can complete jobs faster and increase your revenue. This guarantee only applies to Weekly and Monthly rentals for commercial customers or for residential customers renting for more than 7 days. Should you fill the dumpster/trailer earlier than your scheduled contract termination date, please call Trash Talks SWFL LLC and we will gladly empty it or replace it so you can continue your business. Additional charges may apply based on location of job site. All standard dump fees still apply.

1. **Safe driveway Guarantee:** we will use 1" thick rubber Mats placed under roll off containers and will not mark up your driveway. When placed in grass or dirt wooden planks will be used. Photos of the drop off and pick up will be taken and posted for insurance and record keeping purposes.

1. **Clean Pick up Guarantee:**

Our team will sweep up any debris after picking it up, so you have a clean area after the dumpster is removed. "We are not responsible for cleaning up leaked material that should not have been placed inside the dumpster. I.E. paint, stains, oil, fuel, antifreeze, or other non-permissible items." Please place any items that may leak inside a contractor's trash bag next to the dumpster and label it with the provided tags. These bags and tags are available upon request. 1 item per bag.

**9. Indemnification.** Customer agrees to indemnify and hold harmless Company from, against and in respect to any and all claims, losses, expenses, damages, obligations and liabilities (including costs of collection 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 or agreement of or by Customer in this Agreement. This provision shall survive the termination of this Agreement.

**10. Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understanding, 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.

**11. Amendment.** This Agreement may be modified only by an agreement in writing signed by the Parties hereto.

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

**13. 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 in no way impair the enforceability of any of the other clauses herein. Moreover, if one or 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 provision or parts or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, to be enforceable to the extent compatible with the then applicable law.

**14. 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.

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

By Paying this Invoice the Parties have hereto executed this Agreement as of the date first above STATED ON PAID INVOICE.

Company Representative: Harly Sushil, President, Trash Talks SWFL LLC