



**Your Local Dumpster Rental Specialists**

**Located in Midland, Michigan**

## **DUMPSTER RENTAL AGREEMENT TERMS & CONDITIONS**

- 1.** Once the dumpster rental is delivered to the Customer, the dumpster is in sole possession and control of the Customer. The Customer is responsible for maintaining cleanliness and safety of the dumpster until the dumpster is picked up by HANDI CAN LLC.
- 2.** The Customer will hold harmless, protect, and indemnify HANDI CAN LLC and its employees from and against liability, including, but not limited to claims, lawsuits, Customer negligence, and personal or property injury while the Customer has possession of the dumpster rental.
- 3.** The Customer is responsible for the placement of the dumpster. The Customer is responsible for proper preparation of the ground, driveway, street where the dumpster will be placed. The Customer shall pay special attention to and is responsible for damage to underground items, above ground items, structural integrity, soft ground, improperly prepped ground, utilities & utility wires, wells, septic fields, sprinkler systems, trees, structures, lawns & landscaping, driveways, sidewalks & curbs. HANDI CAN LLC is not liable for and disclaims any property damage relating to the placement of the dumpster rental.
- 4.** Do not overload or overfill the dumpster. The Customer is responsible for overloading fees, overfilling fees, and return fees due to misuse of the dumpster. In some instances and at HANDI CAN LLC's discretion, a customer will be responsible for unloading overloaded and overfilled dumpsters, incurring additional fees to be paid immediately. HANDI CAN LLC shall responsibly, safely, and legally haul dumpsters. HANDI CAN LLC offers Swap Out services for an additional fee in order to avoid overloading and overfilling. Failure of the Customer to adhere to these terms and conditions can result in HANDI CAN LLC offloading the dumpster onsite and the Customer holding responsibility and added expense to haul away loads properly. Return fees starting at \$150.00. Overload/overfill fees starting at \$150.00. Call for pricing on Swap Out services.

5. Once the dumpster rental is placed by HANDI CAN LLC in accordance with the Customer's specification for placement, the dumpster shall not be moved. If the dumpster rental needs placement elsewhere, a return fee will be charged to the Customer and HANDI CAN LLC will return to move the dumpster. HANDI CAN LLC is the only entity allowed to move its dumpsters.

6. The Customer is responsible for what items go in the dumpster. HANDI CAN LLC strictly forbids items such as car batteries, hazardous waste, Freon and appliances containing Freon, biohazardous waste, medical waste, chemicals, liquids of any kind (whether contained or not), paints/lacquer, adhesives, tires, electronics, hot water heaters, regular kitchen trash, animal carcasses, etc. Should the Customer load such items and refuse to retrieve these items from the dumpster, HANDI CAN LLC, at its own discretion will offload the dumpster onsite and reloading of items will be at the Customer's expense/responsibility.

7. The Customer is responsible for disclosing contents of the load/dumpster. Items such as appliances, large pieces of furniture, tires, asphalt, concrete, dirt, bricks and other heavy materials/items need pre-approval by HANDI CAN LLC to be sure we can accommodate such loads. Customers will incur additional expense for such items due to the local landfill/waste transfer station rules and guidelines. It is at HANDI CAN LLC's discretion to haul such items. Failure of the Customer to disclose heavy/extra large contents can result in HANDI CAN LLC offloading onsite and the Customer holding responsibility and added expense to haul heavy items loads properly. Should HANDI CAN LLC agree to haul away these items, note that these types of items are billed separately/in addition to dumpster rentals. Prices vary depending on the item(s). Contact the office for pricing of your item.

8. Customers are responsible for abiding by applicable laws, ordinances, regulations and rules set by governments and municipalities. Customers are responsible for securing proper permits, if needed. The Customer will protect, hold harmless and indemnify HANDI CAN LLC against lawsuits, claims, and other liability relating to a Customer's negligence/violation of these items.

9. On the day of dumpster pick up, Customers are responsible for accessibility to the dumpster. Accessibility to the dumpster shall be barrier and obstruction free for HANDI CAN LLC. The Customer will incur additional fees should the dumpster be inaccessible for pick up.

10. Damages resulting from overloading, overfilling, negligence, misuse, and abuse to HANDI CAN LLC trucks, dumpsters, equipment, etc will be the financial responsibility of the Customer named on the Invoice.

11. The Customer is responsible to pay all invoices as due upon receipt unless otherwise arranged between HANDI CAN LLC and the Customer. Other arrangements/net terms will be properly accounted for on the invoice(s). Due upon receipt terms also applies to possible additional invoices after the initial dumpster rental invoice due additional incurred fees.

**\*\*\*Upon payment of the dumpster rental, Customers agree to these terms and conditions with HANDI CAN LLC. HANDI CAN LLC RESERVES THE RIGHT TO UPDATE OUR RENTAL AGREEMENT AS NEEDED\*\*\***