



(888) 970-2144

www.trashdaddydumpsters.com

info@trashdaddydumpsters.com

Dumpster Rental Terms and Conditions

Trash Daddy Dumpsters, LLC, agrees to rent dumpster containers ("Containers") to customer ("Customer") on the basis of the terms and conditions as set forth herein. Except as specifically set forth herein, or as otherwise communicated by Trash Daddy Dumpsters to Customer, the following terms and conditions, including the Rental Documents (as defined herein) shall apply to and govern both commercial and residential rentals.

1. Acceptance; Contract Formation. This transaction, including Trash Daddy Dumpster's rental of Containers to Customer, is expressly limited to and made conditional upon Customer's acceptance of all the terms and conditions contained herein and as set forth in any related rental document, including, but not limited to any quotation, proposal, acknowledgment and/or invoice (collectively referred to hereinafter as the "Rental Documents"). The terms and conditions stated herein shall apply to and govern all Rental Documents, including any agreement, order and/or rental that may result herefrom, and these terms and conditions, along with the Rental Documents, constitute the entire agreement between Trash Daddy Dumpsters and Customer. Any of Customer's terms contained in any request for quotation, purchase order, release, acknowledgement or any other Customer document which are in addition to or different from the terms contained herein are hereby specifically objected to, rejected and excluded, and shall be of no force or effect.

2. Ordering Process. Trash Daddy Dumpsters intakes and processes all Container rental orders either via telephone or via our website which is located at www.trashdaddydumpsters.com (the "Website"). Customer acknowledges and agrees that upon Customer's placement of an order for a rental of Containers (either via telephone or via the Website), and Trash Daddy Dumpster's acceptance of such order, then a binding and enforceable rental agreement shall exist between Trash Daddy Dumpsters and Customer with respect to such Containers based upon these terms and conditions, as well as any applicable Rental Documents. All rental orders accepted by Trash Daddy Dumpsters are accepted with the understanding that each such order is subject to Trash Daddy Dumpster's ability to obtain and furnish the Containers to Customer. Customer is solely responsible for contacting Company (either via telephone or via the Website) in order to initiate the commencement of the Services, as well as the final pick-up of the Containers (in accordance with the terms of Section 4 herein). Customer acknowledges that any telephone numbers posted on and/or adhered to the Containers belong to third-parties and should not be used for the purpose of attempting to contact Company.

3. Delivery and Pick Up of Containers. Trash Daddy Dumpsters will use commercially reasonable efforts to ensure timely delivery and pick up of Containers; provided that, due to circumstances beyond our control, including, but not limited to, inclement weather, hazardous roads and/or driving conditions, traffic delays, motor vehicle accidents, delays at landfills and containers failure, we cannot and do not guarantee delivery times or dates. Trash Daddy Dumpsters will not be liable to Customer under any circumstances for costs, expenses, losses and/or damages incurred by Customer in any manner relating to such delays. Upon the delivery of the Containers to the location as designated by Customer, Customer shall not move, transport or attempt to move or transport (either directly or



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indirectly) the Containers from the designated site without prior notice to and consent from Trash Daddy Dumpsters, which may be withheld within the sole discretion of Trash Daddy Dumpsters. In the event that Trash Daddy Dumpsters attempts to deliver or pick-up Containers and is unable to do so for any reason beyond Trash Daddy Dumpster's control, including, but not limited to, overloaded Containers, low lying power lines or tree branches, blocked access to the delivery or pick-up location, damaged Containers, locked gates, fences or parking lots, inaccessible driveways and/or the storage of prohibited items or substances in the Containers (collectively referred to as "dry run"), then Trash Daddy Dumpsters shall be entitled to an dry run inconvenience fee. The standard dry run inconvenience fee is \$200.00; provided that, if Trash Daddy Dumpsters incurs additional charges, fees, fines, penalties costs and/or expenses related to the dry run, then Trash Daddy Dumpsters may increase the dry run inconvenience fee in order to recoup any such charges, fees, fines, penalties costs and/or expenses. Customer acknowledges and agrees that Trash Daddy Dumpsters is authorized and entitled to charge to Customer's credit card the amount of any such dry run inconvenience fee. Customer shall be solely responsible for any fees, penalties, fines, assessments, charges, costs and expenses asserted by a third-party (including, without limitation, a towing company) incurred in connection with the movement, placement and/or use of the Containers. In the event of Customer's violation and/or breach of the terms of the Rental Agreement (including these Terms and Conditions), Company may, within Company's sole discretion and without prior notice to Customer and without any liability to Customer, pick-up the Containers. In addition, Company may pick-up the Containers at any time if required to do so by local, county and/or state law or as required by order of any local, county and/or state government or agency.

4. Prices and Payment Terms. Prices for Containers rentals are provided to Customer prior to the order either over the phone or via email or live chat through the Website; provided that applicable prices for each Container's rental transaction will be confirmed by Trash Daddy Dumpsters at the time of Customer's placement of an order for such Containers. Except as otherwise mutually agreed in writing between Customer and Trash Daddy Dumpsters, Customer will pay Trash Daddy Dumpsters monthly throughout the applicable rental term via credit card payment. Customer hereby expressly authorizes Trash Daddy Dumpsters to retain your credit card information and charge your credit on a monthly basis for rental fees and all other charges to which Trash Daddy Dumpsters is entitled hereunder. Customer acknowledges and agrees that such credit card authorization shall remain valid and in full force and effect during the applicable rental period and for a period of time not to exceed 120 days beyond the last day of your Containers rental. If, at any time during a rental term, Trash Daddy Dumpster's authorization to charge your credit card is revoked and/or cancelled by Customer or any third-party, then Trash Daddy Dumpsters, within its sole discretion, may immediately terminate the Containers rental and recover the Containers without notice or liability to Customer, and without prejudice to or waiver of any of Trash Daddy Dumpster's remedies against Customer.

5. Cancellation and Cancellation Fees. Any rental order, once placed with and accepted by Trash Daddy Dumpsters, may not be cancelled by Customer except upon the consent of Trash Daddy Dumpsters, which may be withheld within the sole discretion of Trash Daddy Dumpsters. In the event that Trash Daddy Dumpsters agrees to accept a cancellation after acceptance of Customer's order, then Trash Daddy Dumpsters shall be entitled to a



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cancellation fee (which may be charged to Customer's credit card) in the amount \$40.00 if the cancellation occurs prior to 3:00 p.m. the business day before your scheduled delivery and a cancellation fee in the amount of \$100.00 if the cancellation occurs thereafter.

6. Weight Restrictions and Overload Fees. Customer is solely responsible for complying with the weight restrictions applicable to the rental Containers. Customer acknowledges that: (a) each item/unit of Containers has a designated weight specification and corresponding weight limitation (which varies based on the size and type of the Containers, as well as other factors); (b) the size and/or volume of the particular item/unit of Containers is not determinative of the applicable designated weight specification and weight limitation for such item/unit of Containers; (c) local, municipal, city, county and/or state laws, regulations, rules and ordinances also govern and limit the weight and/or amount of material that can be legally stored in and/or transported in the Containers; and (d) rain, water, snow, ice permitted by Customer to accumulate in the Containers can increase (and under certain circumstances) exceed the applicable weight restriction relating to specific Containers. Customer acknowledges that Customer is solely and exclusively responsible for determining the weight restrictions applicable to Customer's Containers and for strictly complying with such restrictions, including, but not limited to covering and/or tarping the Containers in order to prevent rain, water, snow, ice accumulation in the Containers. Customer hereby acknowledges that Trash Daddy Dumpsters incurs charges and expenses in connection with the transport of loaded Containers to landfills, and that such charges and expenses are based upon the weight of the Containers. If Customer fails to comply with applicable weight restrictions, Trash Daddy Dumpsters may incur any pay for charges, expenses, penalties and/or fines from a landfill or other third-party, whether private or public, including, but not limited to traffic fines and penalties or other consequential damages (collectively the "Overload Expenses"). In the event that Trash Daddy Dumpsters incurs any Overload Expenses relating to or in connection with Customer's failure to comply with applicable weight restrictions, then, in addition to all other remedies to which Trash Daddy Dumpsters is entitled and in addition to all other amounts, fees, charges and expenses due from Customer to Trash Daddy Dumpsters (including Customer's reimbursement of all such Overload Expenses to Trash Daddy Dumpsters), Customer will pay Trash Daddy Dumpsters a fee not to exceed the amount of \$95 per ton in excess of the applicable weight restriction for the Containers ("Overload Fee"), as determined within the sole discretion of Trash Daddy Dumpsters. Customer acknowledges and agrees that all Overload Fees assessed by Trash Daddy Dumpsters against Customer may be charged to Customer's credit card.

7. Permits. Customer acknowledges that certain locations and/or uses of the Containers may require a permit, license, certification or other local, municipal, city, county and/or state approval relating to the possession, placement, storage and/or transportation of the Containers (collectively referred to hereinafter as a "Permit"). Customer represents and warrants to Trash Daddy Dumpsters that Customer (and not Trash Daddy Dumpsters) is solely and exclusively responsible for obtaining and maintaining all necessary and required Permits relating to Customer's possession and use of the Containers. In the event that Customer fails to obtain and/or maintain all necessary and required Permits, Company may pick-up the Containers without prior notice to Customer and without any liability to Customer.



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8. Prohibited Substances. Customer acknowledges that local, municipal, city, county, state and/or federal laws, regulations, rules and ordinances prohibit the storage of certain items, materials and substances in the Containers ("Prohibited Substances"). Prohibited Substances include, without limitation, tires, batteries, tree stumps in excess of 12" diameter, railroad ties, chemically treated lumber, paints and lacquers, oils, asbestos, infectious waste, contaminated soils and absorbents, inks and resins, industrial drums, water heaters and water tanks, food waste, fuels, adhesives, refrigerants and other toxic and/or hazardous materials and substances. A non-exclusive list of certain Prohibited Substances is available on Trash Daddy Dumpster's Website for Customer's review (see "what can go in a dumpster"). Customer acknowledges and agrees that Customer is solely and exclusively responsible for complying with all applicable laws relating to Prohibiting Substances, and Customer shall be liable for any charges, expenses, damages, losses, fines and/or penalties (including, but not limited to traffic fines and penalties) relating to Customer's storage and/or transportation of Prohibited Substances in the Containers.

9. Indemnification. Customer agrees to indemnify, defend and hold harmless Trash Daddy Dumpsters, including its officers, directors, members, employees, agents, affiliates, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, fines, penalties, charges, expenses, costs or other liabilities of whatsoever kind or nature (collectively, "Losses") asserted or alleged by any third-party arising from or related to: (a) Overload Expenses; (b) Customer's failure to obtain and/or maintain any required Permit; (c) Customer's use or storage of Prohibited Substances in the Containers; (d) loss or theft of the Containers; (e) damage and/or destruction of the Containers during the applicable rental term; (f) personal injury and/or property damage relating to Customer's use and/or possession of the Containers; (g) physical damage to streets, roadways, driveways, walkways, pavement, curbs, wells, irrigation systems, septic systems and/or underground utilities caused by the Containers (h) Customer's breach of these terms and conditions or the terms of any of the Rental Documents; and (i) any fees, penalties, fines, assessments, charges, costs and expenses asserted by a third-party (including, without limitation, a towing company) incurred in connection with the movement, placement and/or use of the Containers.

10. Waiver; Limitation of Liability and Disclaimer of Warranties. EXCEPT IN THE EVENT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRASH DADDY DUMPSTERS, CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AND LOSSES AGAINST TRASH DADDY DUMPSTERS RELATING TO OR ARISING FROM CUSTOMER'S RENTAL OF THE CONTAINERS AND/OR TRASH DADDY DUMPSTERS'S PERFORMANCE UNDER THE RENTAL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO CUSTOMER'S PROPERTY, PAVEMENT, CURBING, DRIVEWAYS, WALKWAYS, LANDSCAPING, LAWN, WELLS, IRRIGATION SYSTEMS, SEPTIC SYSTEMS AND/OR UNDERGROUND UTILITIES RELATED TO OR ARISING FROM THE STORAGE OR TRANSPORT OF THE CONTAINERS IN OR ON CUSTOMER'S PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO CUSTOMER'S PROPERTY FROM LEAKS OR



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STAINS RELATING TO CUSTOMER'S USE OF THE RENTAL CONTAINERS. THE RENTAL CONTAINERS SHALL BE PROVIDED ON AN "AS-IS" BASIS, AND TRASH DADDY DUMPSTERS MAKES NO WARRANTIES TO CUSTOMER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR THAT THE CONTAINERS WILL MEET YOUR REQUIREMENTS.

11. Governing Law; Severability. Any and all disputes arising from or in connection with the Containers rental transaction between Trash Daddy Dumpsters and Customer, including, but not limited to, these terms and conditions, the Rental Documents and/or Customer's possession and use of the Containers, shall be construed in accordance with and governed by the laws of the State of Colorado, U.S.A., including all matters of construction, validity and performance, without giving effect to the conflict of laws provisions of such State. Any provision hereof which may be prohibited by applicable law shall be ineffective to the extent of such prohibition and without invalidating the remaining provisions hereof.

12. Jurisdiction and Venue. Any action arising from or in connection with the Containers rental transaction between Trash Daddy Dumpsters and Customer, including, but not limited to, these terms and conditions, the Rental Documents and/or Customer's possession and use of the Containers, shall be commenced and prosecuted in jurisdiction of the State of Colorado, U.S.A.. Customer hereby consents to the exclusive jurisdiction and venue in Colorado and Customer hereby waives any objection or defense based on improper jurisdiction and/or forum non conveniens.

13. Assignment. Neither this rental transaction (including the Rental Documents), nor any part or portion of Customer's performance hereunder is assignable by Customer in whole or part without the prior written consent of Trash Daddy Dumpsters, which may be withheld within the sole discretion of Trash Daddy Dumpsters.

14. Reservation of Rights. Trash Daddy Dumpsters expressly reserves all rights and remedies which are available to it at law or in equity.

15. Entire Agreement and Modification. Upon Trash Daddy Dumpster's acceptance of the Customer's order for the rental of the Containers, the terms and conditions set forth herein and as set forth in the Rental Documents (including, but not limited to all requirements as set forth in Trash Daddy Dumpster's Website), shall constitute the entire agreement between Customer and Trash Daddy Dumpsters, and no statement, correspondence, or other terms shall modify or affect the terms hereof or thereof. No change in these terms and conditions will be valid unless approved by Trash Daddy Dumpsters in writing.