

Dumpster Rental Agreement

This Dumpster Rental Agreement (“Agreement”) is made as of this _____ day of _____, 2013, by and between Mark’s Disposal, Demolition & Cleanouts, LLC, a Massachusetts limited liability company having its principal place of business at 118 Park Street, Beverly, Massachusetts (hereinafter called _____ “Company”) and (hereinafter called “Customer”). Company and Customer also may be individually referred to herein as “Party,” and collectively referred to herein as the “Parties.”

1. Equipment Rental. (a) Customer agrees to rent a dumpster from Company according to the price list set forth on Schedule A. Price quotes listed on Schedule A are the cost of renting a dumpster for the initial rental period of two (2) weeks. The initial rental period begins on the first day after the delivery of the dumpster to Customer.

(b) Additional Rental Time. Customer may rent a dumpster for additional time on a weekly basis at the rate of \$65.00 per dumpster for each additional week.

(c) Tonnage Limit. Customer agrees to abide by the tonnage limits set forth in Schedule A. If the Customer exceeds the relevant tonnage limit, Customer hereby agrees to pay an additional fee of \$0.16 plus 8.5% per pound for each pound in excess of the limit for that dumpster.

d) Location of Dumpster; Dumpster Pick-Up. (i) Customer warrants and represents that any location provided by Customer for the dumpster is sufficient to bear the weight of the dumpster and any vehicle required to transport the dumpster. Company shall not be responsible for any damage to pavement or any other road surface material, lawns, fences, shrubbery, septic system or private wells.

(ii) On the day that the dumpster is scheduled to be picked up by Company, Customer agrees to provide unobstructed access to the dumpster. If the dumpster is inaccessible, Customer shall be charged for additional rental time at the rates set forth in Section 1(b) above.

2. Disposal of Hazardous Materials and Unacceptable Material Prohibited. **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 a hazardous waste or subject waste under applicable state or federal laws or regulations, including without limitation 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.

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

4. 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.

5. 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.

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

7. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law rules of such state.

8. 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, so as to be enforceable to the extent compatible with the then applicable law.

9. 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.

10. 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.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of the date first above written.

COMPANY:

CUSTOMER:

Mark's Demolition, Disposal & Cleanouts, LLC

By: Mark Pyne

Its: Member

By:

Schedule A

Current Price Quotes for Dumpster Rentals

| <u>Dumpster Size</u> | <u>Initial Rental Period Cost</u> | <u>Additional Rental Period Cost</u> |
|--|-----------------------------------|--------------------------------------|
| 10 yard ACDEF (7 yard filling capacity) | \$550.00 | \$65.00/week |
| 10 yard Brick (7 yard filling capacity) | \$700.00 | \$65.00/week |
| 10 yard | \$480.00 | \$65.00/week |
| 15 yard | \$680.00 | \$65.00/week |
| 20 yard | \$880.00 | \$65.00/week |
| 25 yard | \$980.00 | \$65.00/week |

*An 8.5% Environmental Fuel/Charge will be added to the total cost of each dumpster.

Appliances \$50.00

Air Conditioners \$50.00

Car Tires \$50.00 per tire

White Goods \$50.00

Re-Spotting Fee \$100.00

Relocation Fee \$200.00

Mattress Fee 75.00 per

Car Battery 50.00 per

Propane Tanks 50.00 per

CRTs/TV/Monitor 50.00