

Customer Agreement With Lilburn Dumpsters LLC a limited liability company in the state of Georgia, Lilburn Dumpsters, LLC (hereafter referred to as "Lilburn Dumpsters").

1. Equipment Rental.

(a) Customer certifies that they are either the property owner, have power of attorney for the property owner, or are the licensed contractor/broker for the property. Customers may not sublet the dumpster for any reason.

(b) Price. Customers agree to rent a dumpster from Lilburn Dumpsters according to the prices and fees set forth at the time of rental. The rental period begins the day and hour the dumpster is dropped off, unless otherwise granted by Lilburn Dumpsters

(c) Dumpster sizes and dimensions. 15 cubic yard dumpster: 12' L x 8' W x 4' H includes dumpster weight and 2 ton (4,000 lbs) of contents.

(d) Weight Limit. Customer acknowledges that the agreed upon pricing includes 2 ton of contents. If Customer exceeds the 2 ton limit, Customer hereby agrees to pay an additional fee of \$60 per ton for each ton in excess of the limit for that dumpster. This price is not prorated. Additional tonnage will be charged to Customer's card after dumping. No dumpster can be loaded with more than 6 tons.

(e) 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. Lilburn Dumpsters shall not be responsible for any damage to concrete, asphalt or any other road surface material, lawns, fences, shrubbery, septic system, private well, or any other form of property damage. Every effort will be made by the company to prevent property damage. Lilburn Dumpsters has the right to refuse to place the dumpster if operator feels damage may occur. If the Customer requires the dumpster to be moved after initial placement, a \$60 dumpster relocation fee will be charged.

(f) Company Accessibility. Customer agrees to provide unobstructed access to the dumpster on the day it is to be picked up.

(g) Damages. Customer is responsible for any damage done to the dumpster besides normal wear. The following is not considered normal wear, but is not limited to: burn marks, machinery or vehicle damage by loading, paint/graffiti, holes, large dents, etc. Lilburn Dumpsters takes photographs to document the condition of the dumpster when the dumpsters are delivered.

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. 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 nonhazardous 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 the prospective disposal location. Lead batteries are not accepted; these can generally be taken to any auto parts store. Liquid waste - All liquids are prohibited from landfills, including wet paint and automobile fluids. Paint is accepted in dry form only; it can be poured onto carpet or cardboard to dry, or mixed with kitty litter or cement to harden. If the driver sees paint at the time of pick up, there is a \$30 charge to have the driver remove the paint cans and leave them at the dumpster rental site. Motor oil is a hazardous material and can be returned to any auto parts store. Tires are not accepted, and if found, there is a \$15 fee per tire. You can also take them to your local tire shop to dispose of them. If the driver sees tires at the time of pick up, there is a \$30 charge to have the driver remove the tires and leave them at the dumpster rental location. Freon-loaded items are not accepted, for example, no refrigerators, freezers, or air conditioners. weight. We do not allow stumps or root balls in on our dumpsters. If Customer has any questions about whether a particular material is considered hazardous, please call Lilburn Dumpsters before disposing of the material in the dumpster.

(c) 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 Customer's expense.

(d) Concrete and roofing shingles are not permitted without prior coordination with Lilburn Dumpsters.

(e) Consequences of Violating Regulations. If 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 not be 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. This includes road/street permits for having dumpsters placed in the public roadway.

4. Indemnification.

Customer agrees to indemnify and hold harmless Lilburn Dumpsters from, against and in respect to 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 nonfulfillment 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 State of Georgia, 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.

11. Electronic Signature.

By clicking "I Accept Terms And Conditions" on the order form you verify your understanding, acceptance and cooperation of the terms as they have been set forth.