



DP Performance Roll Offs and Operations LLC

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Number: (979) 325-9916

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Customer's Duties and Liability Wavier for 15 Yard Dumpster

(979) 325-9916/ DPPerformanceRollOffs@outlook.com

Customer acknowledges that it has the care, custody and control of the equipment owned by DP Performance Rentals, LLC, and accepts the responsibility for the equipment and its contents while it is on customer's property. Therefore, customer agrees to indemnify and hold harmless DP Performance Rentals, LLC, from and against any and all claims for loss of or damage to property, injury or death of person or persons resulting from or arising in any manor of customer's use, operation or possession of any equipment furnished under this agreement. Customer is responsible for all loss or damage to the dumpster provided other than normal wear and tear

Customer acknowledges that DP Performance Rentals, LLC may drive company vehicles/ equipment on customer's property and customer accepts responsibility for any and all damage that may occur from or by DP Performance Rentals, LLC, vehicles/ equipment. Customer acknowledges that DP Performance Rentals, LLC's trucks/ equipment are heavy, especially when loaded, and DP Performance Rentals, LLC is not responsible for damage caused by said trucks/ equipment. This includes but is not limited to damage to roads, driveways, culverts, fences, landscaping, sidewalks, sprinkler systems, grass, trees, and bushes or other areas that the vehicle/ equipment may contact while attempting to service said container.

Furthermore, customer will warrant that all waste placed in the container is of **non-hazardous** nature and that the following are not acceptable in the roll-off dumpster. No liquids will be placed in the container. Also, tires, computers (desktops, notebook, etc.), monitors, asbestos, acids, poisons, sewage waste of any kind, lead acid batteries, nickel- cadmium batteries, motorized vehicles, major household appliances, paint products, explosives, or any waste that could spontaneously combust or ignite. In addition, No Solid fill material, such as gravel, dirt, or large abundance of concrete or brick that would exceed the **1.5 Ton limit** etc. should be placed in dumpster.

All dumpster lids/ doors shall be closed upon servicing and no contents may be above the top of the dumpster. Any contents above the top of the container may result in additional fees and/ or be unable to be serviced until the customer fixes said problem. All contents of the roll-off must fit inside the roll-off and must not be above the top of the dumpster. A Daily rental fee of \$10.00 will continue to be incurred until which time as the container is able to be tarped for transport.

DP Performance Rentals, LLC charges an additional tonnage fee to roll-off dumpsters that weigh more than 1.5 tons at time of Disposal. This tonnage fee is \$65.00 per ton for each ton over 1.5 tons. If your roll off-dumpster exceeds the 1.5-ton cap, DP Performance Rentals, LLC, will be contacting you to collect this additional fee. A Copy of the weight ticket from the disposal facility will be available upon request.

By Utilizing the Services of DP Performance Rentals, LLC you agree to the terms and conditions of the Contract/ agreement.

Customer Signature: _____ Date: _____