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1009 Capitol Expwy #140  
San Jose, CA 95121  
Mon-Sat 7:00AM - 7:00PM

### **DUMPSTER RENTAL CONTRACT**

Complete, sign, and submit the form below to complete your order. All requested information is required or we cannot process your order. If you have any questions, please call us at 1-877-407-5805.

**THIS AGREEMENT**, is made on \_\_\_\_\_,  
by and between United Recycle Services (hereinafter "Service Provider") and  
\_\_\_\_\_ (hereinafter "Client") is for the following order:

___ cubic yard dumpster for _____ debris <u>ONLY</u> for \$_____ (___ ton weight limit).	
<b>Delivery date:</b> _____	<b>Pick-up date:</b> _____
<b>Delivery address:</b> _____	

### **DESCRIPTION OF SERVICE:**

United Recycle Services will fulfill the Client's dumpster rental order (defined above). On said date, the Service Provider will deliver the dumpster to the Client's delivery address. After the rental term is over, or whenever the Client is ready, the Service Provider will then pick up the dumpster and dump it at a landfill.

The Client wishes to be provided with the Services of the Service Provider and the Service Provider agrees to provide the Services to the client on the terms and conditions of this Agreement.

### **TERMS AND CONDITIONS:**

#### **1. GENERAL ORDER**

##### **1.1 Contamination**

The client will only fill up the dumpster with specified debris in their order as contamination is subject to further fees. The customer is solely responsible for the contents of the container.

General debris - no dirt, concrete, hazardous materials, or any other types of debris are allowed in this dumpster.

Clean dirt - dirt ONLY. No general debris, concrete, hazardous materials, or any other types of debris are allowed in this dumpster.

Clean concrete - concrete ONLY. No general debris, dirt, hazardous materials, or any other types of debris are allowed in this dumpster.

Mixed heavy debris - only the specified materials from the order may be put in this dumpster. Any other types of debris not specified are not allowed in this dumpster.

### **1.2 Rental Term**

This rental is for \_ days. If the Client would like to extend their rental term, the cost is \$25 per day or \$125 per week. In the case of the Service Provider picking up the dumpster after the day the rental term ended, the Client will not be charged for any additional days.

### **1.3 Weight Limit**

If the Client's dumpster load exceeds the given weight limit, they will automatically be charged an overage fee of \$145 per ton that goes overweight - including rainwater. In the event of rain, it is suggested to cover the dumpster to avoid additional weight from rainwater. A state certified landfill ticket is available upon request.

### **1.4 Overfills and Offloads**

The Client is required to observe the contents within the dumpster to see whether it is overfilled or not. Contents must be leveled with the walls of the container as nothing should be protruding over the top, otherwise an overfill fee of \$150 will be charged.

In the case that the debris exceeds the top of the dumpster beyond the driver's ability to pick it up, the Service Provider may have to come back with another dumpster to offload the debris, which will result in another fee.

### **1.5 Item Surcharges**

The inclusion of the following items will result in additional fees: mattresses (\$35), box springs (\$35), sofas (\$35), appliances (\$40), car tires (\$20), TVs/monitors (\$20), and hazardous materials (price varies).

### **1.6 NO Hazardous Materials**

Wastes that are radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous cannot be put in the container (e.g., Fluorescent Lights, PCB Ballasts, Oil Filters, 5 Gallon Barrels (OK if empty & open on the ends), Acids, Ammunition, Anti-Freeze, Asbestos, Batteries, Explosives, Gas Tanks, Gasoline, Hazardous Chemicals, Insecticides, Medical Waste, Paints-Stains-Varnishes (Drained & Dry Paint Cans are OK), Paint Thinners, Treated Wood & Solvents, Pesticides – Garden Chemicals, Poisons, Propane Tanks & Motor Oil). Additional fees are imposed if these items are found in the container.

## **2. SAME-DAY FEES**

### **2.1 CANCELLATIONS**

Cancellations must be made 24 hours during office hours before the Client's scheduled delivery date. Cancellations made on the Client's schedule day of delivery will be subject to a \$150 cancellation fee.

### **2.2 PICK-UPS**

A requested pick-up on the same day of the delivery will include a fee between \$100 and \$200. If it is urgent, please let the Service Provider know to schedule a next-day pick up.

### **2.3 TRIP FEES**

Trip fees include: failed deliveries, failed pick-ups, cancellations/alterations to the order as the driver is on the way or has already arrived, etc. These fees vary depending on the distance. They cover the time and fuel of the driver for any services not able to be completed due to the Client.

## **3. DELIVERY AND REMOVAL**

### **3.1 Safety and Accessibility**

Delivery and/or removal of the dumpster is at the discretion of the Service Provider and is based on safety and accessibility. It is the Client's responsibility to make the Service Provider aware of any overhead wires, low hanging branches, narrow alleyways, and/or any other such obstructions that may limit or prohibit access to the location and/or equipment. If the Service Provider is unable to deliver and/or remove the dumpster due to safety and/or lack of accessibility, the Client will be charged a trip fee (2.3) per occurrence.

### **3.2 Time of Service**

Unless the Client requests a specific time frame, the Service Provider cannot guarantee a specific time of service. To get an estimated time arrival, please call the office on the day of delivery. Furthermore, the time of day the dumpster is delivered will have no correlation on the time of day the dumpster is removed. Typical pick-up window is 1-3 days after the removal request or the end of the rental term.

### **3.3 Driveways and Parking Areas**

The Customer covenants, represents, and warrants that any access/location provided for the Service Provider's Equipment is sufficient to bear the weight of all Equipment and vehicles required to perform the service. The Service Provider shall not be responsible for damage to any pavement or accompanying sub-surface or any route reasonably necessary to perform the services herein contracted. In addition, the Contractor shall not be responsible for damages to pavement, utilities, property, lawns, fences, shrubbery, or other exterior-like items.

### **3.4 Placement and Street Permits**

It is preferred, but not necessary, that the Client or a point of contact designated by the Client be present onsite at time of delivery and removal. In cases that the Onsite Contact is not available to direct delivery placement and there are no clear instructions from the order, the driver will use their best judgement and place the dumpster in the safest accessible area. If relocation is required at a time other than during a service, a relocation fee will be charged.

In the event that the dumpster is placed on the street for the duration of the rental period per the Client's request or due to a lack of off-street access, the Client may be responsible for obtaining a street permit from the city.

### **3.5 Damages**

The Client will be responsible for any damages caused by moving the Equipment themselves or loading the Equipment using Client's machines (e.g., Bobcat, Excavator, etc.). DO NOT attempt to move the Equipment yourself, whether it be from a different company or your own vehicle. Any other damages to the Equipment will be the Client's responsibility and will result in damage fees.

## **4. PAYMENT**

### **4.1 Initial Rental**

All orders MUST be paid in full at the time of delivery. Credit/debit cards will be processed on the day of delivery. Cash or checks must be handed to the driver upon delivery. In the case of cash or checks not collected upon delivery, the Service Provider will automatically process the Client's credit card on file. In the case the Client's credit card is unable to process, the Service Provider will not remove the dumpster until payment is made. ALL orders require a credit card on file for reservation and scheduling.

### **4.2 Credit Card Security**

The Service Provider keeps all credit card information private and confidential, ensuring Client security. ALL orders require a credit card on file for reservation and scheduling. The Client's credit card information is kept on file until the service(s) is complete.

### **4.3 Additional Fees**

Any surcharges will be automatically processed after the removal of the dumpster (e.g., overage fees 1.3, overfill fees 1.4, item surcharges 1.5).

*Please sign below to show you, the Client, agree with all the terms and conditions above.*

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_