

# All American Dump Trailer & Junk Removal



## DUMPSTER RENTAL CONTRACT

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This Dumpster Rental Agreement (the "Agreement/the contract") is entered into on [Date], by and between:

**All American Dump Trailer & Junk Removal** ("Company"), located at 4304 N US-34, Mendota, IL. (815)719-7438. aadumptrailer@gmail.com and:

[Customer's Full Name]

[Customer's Address]

[Customer's Phone Number]

("Customer").

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## 1. Rental Item and Scope of Agreement

The Company agrees to rent to the Customer one (1) **14-yard dumpster trailer** ("Dumpster") for the agreed-upon rental period under the terms outlined in this Agreement.

The Customer agrees to use the Dumpster in accordance with the rules and guidelines set forth in this Agreement.

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## 2. Rental Period and Pricing

The Customer agrees to rent the Dumpster for one of the following timeframes:

- **1 Day:** \$336 (includes the first 2 tons of waste).
- **3 Days:** \$418 (includes the first 2 tons of waste).
- **1 Work Week (5 Days):** \$473 (includes the first 2 tons of waste).

### Additional Fees

1. **Excess Weight Fee:** \$85 per ton for loads exceeding the 2-ton weight limit.
  2. **Dump-and-Return Fee:** \$170 (for the first 2 tons) plus \$50 for time and expenses. Dump-and-return fees are subject to adjustment for landfill cost increases or distances exceeding a 50-mile round trip.
  3. **Mileage Fee:** Deliveries and pick-ups beyond 50 miles round trip will incur a fee of up to \$3.50 per mile.
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### 3. Payment Terms

1. **Full Payment Required:** The full rental fee must be paid prior to delivery.
  2. **Accepted Payment Methods:** The Company accepts **cash, credit/debit cards, checks, bank transfers, or other agreed-upon methods.**
  3. **Refunds and Cancellations:**
    - Cancellations prior to delivery will incur a **\$100 cancellation fee**. The remaining balance will be refunded.
    - Refunds for unused rental days will not be provided once the Dumpster is delivered.
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### 4. Delivery and Pick-Up

1. **Delivery Location:** The Dumpster will be delivered to the Customer's designated address at: **[Customer's Delivery Address]**.
  2. **Parking and Placement:**
    - The Company will work with the Customer to determine the best parking location for the Dumpster.
    - Final decisions on placement rest with the Company, based on safety, experience, road conditions, and applicable laws.
  3. **Clear and Safe Passage:**
    - The Customer must ensure clear and safe access to and around the Dumpster at all times.
    - Any obstructions or unsafe conditions may result in delays or additional fees.
  4. **Pick-Up:** The Dumpster will be picked up at the end of the rental period unless an extension is requested and approved.
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### 5. Weight Limits and Prohibited Items

1. **Weight Limit:** The Customer agrees not to exceed a maximum weight of **9,500 lbs (4.75 tons)**. Exceeding this weight limit will incur an **excess weight fee of \$85 per ton**.

2. **Weight Acknowledgment Clause:**

By initialing below, the Customer acknowledges the following:

- The maximum allowable weight for the Dumpster is **9,500 lbs**.
- Exceeding this limit will result in additional fees of **\$85 per ton**.
- The Customer agrees to monitor the weight of the load and will not exceed this limit.

3. **Customer Initials:** \_\_\_\_\_

4. **Dimensional Restrictions:**

- All items must be contained within the Dumpster and must not protrude outward in any direction.
- Items must be below the top of the Dumpster walls and capable of being securely covered by the tarp.

5. **Prohibited Items:**

- Hazardous materials or waste (e.g., chemicals, flammable substances, batteries).
- Tires, large electronics (e.g., TVs, refrigerators), bulk metals (without prior approval), and biological or hazardous material residue.

6. **Violations:**

- Violations of weight or dimensional restrictions may result in additional fees for labor, load correction, or load rejection.
- Violations of prohibited items may result in contract termination, refusal of service, or additional fees.
- Customers are not permitted to operate the dump trailers lift feature or maneuver the dumpster. Once parked it is not to be put into operation or manipulated in any way.
- Damage or alterations to gooseneck lock.

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## 6. Rental Period Extensions

1. Extensions may be requested at any time, subject to availability.

2. Extensions are charged at a rate of **\$15 per day** for up to **1 additional week (7 days)**. After this period, the Customer must sign a new rental agreement and pay the base rental fee.
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## 7. Customer Responsibilities

### 1. Damage and Theft:

- The Customer must immediately report any damage or theft of the Dumpster.
- For theft, the Customer must file a police report and notify the Company immediately.

### 2. Third-Party Damage:

- The Customer assumes full responsibility for any third-party damage caused by the Dumpster while on their property.
- Customers are encouraged to verify their homeowner's insurance for coverage.

### 3. Prohibited Actions:

- The Dumpster may not be moved, tampered with, or surrounded by physical barriers without Company approval.
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## 8. Company Responsibilities

1. The Company will deliver the Dumpster on time, in good working condition, and parked safely.
  2. Liability for third-party damage applies only while the Dumpster is under the Company's control (e.g., during delivery/pick-up).
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## 9. Liability, Insurance, and Damages

1. The Customer assumes liability for all damages or theft once the Dumpster is parked on their property.

## 2. **Non-Payment or Theft:**

- Unpaid invoices or theft will result in the Customer being billed for the **full replacement cost** of the Dumpster.
  - Unpaid balances may be sent to collections, and legal action (including criminal) will be pursued.
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## 10. **Termination and Cancellation Policy**

1. The Company reserves the right to terminate this Agreement for violations, non-payment, or unsafe conditions.
  2. Upon termination, the Company may retrieve the Dumpster without removing its contents.
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## 11. **Dispute Resolution**

1. Both parties agree to initiate mediation or arbitration within **30 days** of a written dispute being submitted.
  2. If mediation fails, disputes may escalate to small claims court or another appropriate legal venue.
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## 12. **General Legal Protections**

1. **Severability:** If any provision of this Agreement is unenforceable, the remaining provisions remain valid.
  2. **Entire Agreement:** This document constitutes the full Agreement; no verbal agreements are binding.
  3. **Indemnification:** The Customer agrees to indemnify the Company against claims arising from misuse of the Dumpster.
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## 13. Force Majeure

Neither party will be liable for delays caused by unforeseen circumstances, including natural disasters, weather, or government actions.

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## 14. Signature and Acknowledgment

1. This Agreement may be signed:
  - o **Electronically**, using an approved signature method.
  - o **In Person**, at delivery or pick-up.

### Customer Information and Signature

**Customer Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### Company Information and Signature

**Company Representative Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_