



**WESTERN  
WASTE**

PO Box 497  
Meeker, CO 81641  
[crule.earth@mail.com](mailto:crule.earth@mail.com)  
**970-878-7788**

## Roll Off Dumpster Service Rental Agreement

Customer Requested Rental Period:

1.  Week (7 days)                      Rate: \_\_\_\_\_ & \$ 20 for each day over.
2.  Month (30 days)                      Rate: \_\_\_\_\_

Three tons of debris is included in the above rate unless otherwise agreed upon. Extra fees will be applied to dumpsters exceeding this weight limit (prices vary per county).

This Dumpster Rental Agreement ("Agreement") is made as of this date, \_\_\_\_\_,

By and between Western Waste ("Company"), and \_\_\_\_\_, Customer Representative Property at Street Address \_\_\_\_\_,

City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_ ("Customer").

Company and Customer also may be individually referred to as "Party", and collectively as "Parties".

Customer agrees all additional roll off services from their added Customer Representative Properties will be incorporated into this Roll Off Dumpster Service Rental Agreement by providing acceptable written Notice to Company if services are available.

1. **Equipment Rental:** (a) Customer certifies that he or she is either the property owner, has power of attorney for the property owner, or is the licensed contractor/broker for the property. Customer may not sublet the dumpster for any reason.

(b) **Price:** Customer agrees to rent a dumpster from Company according to the price and fees as quoted with any additional fuel surcharges and fees as is applicable. The rental period begins the day the dumpster is dropped off, unless otherwise granted by the Company. Additional days that the customer has the dumpster after the agreed rental period a daily charge will be added.

(c) **Capacity:** Customer agrees to only fill the dumpster up to the indicated level with nothing protruding above the top of dumpster. If not, the Customer will be charged additional fees as applicable.

(d) **Placement of Dumpster:** Customers are cautioned that roll-off trucks and equipment can be heavy and bulky. Any conditions susceptible to damage (e.g. roads, culverts, fences, mailboxes, guttering, basketball goals, landscaping, driveways, curbs, lawn, sprinkler systems, shrubbery, etc.) by delivery, placement or dumping of a container must be disclosed to Company in writing before the time of delivery. Customer warrants and represents that any location provided by Customer for the dumpster is sufficient to bear the weight and size of the dumpster and any vehicle required to transport the dumpster (see Dumpster Tip Sheet). Company shall not be responsible for any damage to pavement or any other road surface material, lawns, fences, shrubbery, septic system, private well, or any other form of property damage. The Customer may request dumpster deliveries to yards and other areas with soft ground. However, if this request causes our equipment to get stuck, the customer is responsible to pay all expenses involved in retrieving trucks or dumpsters.

(e) **Company Accessibility:** Customer agrees to provide unobstructed access to the dumpster on the day it is to be picked up. If the dumpster is inaccessible, Customer shall be charged a Wait Fee, Failed Trip Fee and an additional Haul Charge if the truck must leave the location and scheduled to come



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back later. Customer will also be charged Extension Fees for additional dumpster rental time if applicable.

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. Contents added by third parties during the duration of Customer's rental period remains Customer's responsibility and are still subject to fees.

(b) **Metal and Aggregate Materials:** If dumpster is rented to be filled up with metal or dirt and small rock or concrete (less than 6 inch), they must notify Company in advance to coordinate materials to be disposed, disposal area(s) and other details needed. Concrete and rocks larger than 6" are not allowed in dumpsters and agrees to not add or mix in trash with the above materials or construction debris.

(c) **Materials that We Don't Accept:** To avoid additional charges, it's important to know what is not allowed in a dumpster. Prohibited items may vary depending on your location and container type. We do not accept any hazardous, unacceptable, prohibited or restricted waste items. Customer is responsible for contacting the landfill to determine what items the landfill will take and what items they will not accept. There are different restrictions for a roll off dumpster - rented for one-time projects like a remodel—than for commercial dumpsters, which are designed for regular trash collection at a business. Some examples are listed below:

- Paint cans with paint in them
- Barrels with any material in them
- Tires (Unless previously arranged and approved by Company in writing)
- Shingles (Unless previously arranged and approved by Company in writing)

(d) **Hazardous and Unacceptable Materials 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 the purposes of the Agreement, "hazardous materials shall mean any waste under applicable state or federal laws and regulations, including but not limited to the Resource Conservation and Recovery Act of 1976 (42 U.S.C et seq. And the regulations there under). "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 there under, 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 Landfill before disposing of the material in the dumpster.

If prohibited or hazardous items are put in the dumpster without written consent from Company and/or discovered by Landfill personnel, Customer agrees to have their payment method on file charged additional Prohibited Items Fees as well as any additional costs which may include but not limited to those costs and damages incurred by Company to recollect prohibited items from the Landfill and dispose of properly.

(e) **Required for Pickup:** Debris is NOT allowed above the top rim of the dumpster. A 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.



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If the driver rejects the load at pick-up due to overloading or for Prohibited Items, the customer must unload the dumpster and will be responsible for paying a Failed Trip Fee.

The Customer is not allowed to move and/or allow to be moved the dumpster after it is placed at any point before, during or after the rental unless advance approval in writing by Company. Customer may request relocation for a fee. If the dumpster is found to be moved without the consent of Company, the customer will be charged a penalty fee.

(f) **Consequences of Violating Regulations:** In the event that contents are not allowed by this contract or any Federal, State, or City agency are disposed of, all costs, fines, penalties, or other actions taken for said disposal, the Customer is fully responsible for any and all associated charges. Costs may include but not be limited to cleanup, monitoring, legal fees, penalties, or any charges associated with unauthorized materials disposal. Materials may be returned to the Customer at the Customer's expense.

3. **Permits, Approval, and Fees:** If applicable, Customer shall be responsible for obtaining all necessary permits and approvals and pay all fees that may be incurred in conjunction therewith.
4. **Emptying and Removal:** At a minimum, Company will make one trip a month to pick up and dispose of debris at landfill. Customer is responsible to notify Company on when they need additional emptying of dumpster in addition to prior contract arrangements. Customer is also responsible to notify Company when they are finished with service. Company will empty and return or will remove the dumpster promptly as applicable. Extension Fees will be charged for days dumpster was used beyond Customer's rental period. In addition, Company may cease providing services and remove dumpster for non-payment. Client will be billed for additional services and fees.
5. **Damage to Equipment:** The Customer is responsible for any damages to our dumpsters beyond minor paint scratches. Any dings, dents, or holes found will be fixed at the Customer's expense.
6. **Payment:** Payment for roll-off services is required at the time the services are ordered and each time service is provided unless an account is set up. In addition, a credit card on file is required for any charges that may be incurred due to additional fees. Customer agrees in advance for Western Waste to process any of these additional charges to their credit card on file or as an electronic check payment. Additional charges and any fees are incurred if any, will be billed as they occur and processed from the payment information on file along with applicable electronic transactions and administrative fees. An email will be sent via email listing the description of services and the amount charged.

Any bank fees charged to Company for Customer insufficient fees will be charged back to Customer plus an administrative fee of \$35. A finance charge of 2% will be billed on all accounts over thirty days. Late charges of 24% per annum on Customer's outstanding balance may also be imposed upon all past due amounts. Customer agrees to pay all costs of collection and reasonable attorney's fee if the account becomes delinquent and is referred for collection. If payments for services are not made when due, the Company may stop services, terminate this contract and recover from Customer payment for all services, fees and any losses sustained.

7. **Indemnification:** Customer agrees to indemnify, defend and hold harmless Company, its Parent, Successors, Heirs, Employees and Agents (Collectively "Company Indemnitees") 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



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whatsoever, including any misrepresentation, breach of warranty, or non-fulfillment of any representation, warranty, covenant or agreement of or by the Customer in this Agreement. This provision shall survive the termination of the Agreement.

- 8. **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.
- 9. **Amendment:** We reserve the right, at our sole discretion, to change, modify or otherwise alter the terms and conditions of this agreement at any time.
- 10. **Governing Law:** This agreement shall be constructed and enforced in accordance with the laws of the State of Colorado, without regard to the conflicts of law rules in such state.
- 11. **Severability:** Customer agrees If any part, clause, provision or condition of this Agreement is held to be void, invalid, or inoperative, such party, clause, provision or condition will be severed and will not render invalid the remaining portions of this Agreement.
- 12. **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.
- 13. **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, email, mobile phone text message or hand delivered 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*.

\_\_\_\_\_  
Western Waste  
Company Name

\_\_\_\_\_  
Chase Rule    President  
Printed Name & Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Authorized Signature