

Century Waste Management

273 N Groesbeck Hwy
Mt Clemens, MI 48043
877-909-1001

Dumpster Rental Agreement Terms and Conditions

Customer grants to TMT Waste Management, Inc., a Michigan corporation, conducting business under **Century Waste Management** hereafter (Company) the right to manage the collection and disposal of the Customer's non-hazardous solid waste materials, recyclables and/or construction materials and Company agrees to provide such services to customer.

TERM: All terms and condition of this agreement shall be in full force through the duration of the dumpster rental and until any and all charges have been paid to the company, which may include but not limited to late fees, damages, over tonnage fees or extra-days fees. This agreement shall be in full force and remain in effect for all future rentals by the Customer.

RENTAL PERIOD AND OVERAGE: The "Rental Period" is defined as 10 days from the day the dumpster has been delivered at the Customer's desired location. "Overage" is defined as a period of time in excess of 10 days from the day of delivery and the "Overage" shall end on the day in which the Customer requests a pickup. Overage is subject to a \$10 per day fee.

i.e. The dumpster was delivered on October 1st and Customer requested pickup on October 12th, the total duration was 12 days. The Customer has an Overage of 2 Days exceeding the "Rental Period" of 10 days, thus Customer shall pay \$10 per day Overage Fee.

If the Overage Period exceeds 20 days, the Company, in its sole discretion, may elect to pick up the rented dumpster with or without written or verbal notice to the Customer.

PRICING: The Customer agrees to pay the price of select dumpster(s) as advertised on the company website, www.centurydumpster.com, at the then current rate, exclusive of fees that may be imposed to the Customer, which include but are not limited to: extra-day fees, over tonnage fees, fines, and / or penalties imposed on the Company due to Customer's neglect, willful or otherwise and / or inability to adhere to the Terms and Condition herein.

WEIGHT LIMIT AND OVERAGE: The amount paid for the dumpster rental is subject to weight limitations, as specified for select dumpster. Exceeding the weight limit will result in an additional charge of \$35 per ton over allowed amount, due and payable by the Customer, upon receipt of the invoice. The minimum charge being \$35 regardless of weight overage amount.

PAYMENTS AND CHARGES: Upon receipt of an invoice, Customer shall pay any and all charges, fees and other applicable amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company. In the event the customer fails to pay the invoice for any and all additional charges herein specified within this agreement, The Customer agrees and grants the Company permission to charge the same credit card that was used for initial purchase for any and all charges, including, but not limited to the initial charge and any weight overages, extra day(s) fees, fine, and / or penalties imposed on the Company due to Customers neglect, willful or otherwise and / or inability to adhere to the Terms and Condition herein. Customer shall pay such fees as the Company may impose from time to time by notice to Customer, including by way of example only, late payment fees, administrative fees and environmental fees, with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by applicable law.

WASTE MATERIALS: The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes and pollutants; contaminants; infectious waste; medical and biological wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state and local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company and its contractors from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in Waste Materials. Customer hereby acknowledges that they may use the dumpster to dispose of mattresses, and other furniture, however the Company will incur additional charges from the landfill, the Customer agrees to pay for those charges imposed on the

Company. Customer agrees NOT to dispose the following items and assumes all fees and fines resulting of disposing of such items:

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| • Aerosol cans | • Other flammable liquids | • Fluorescent tubes |
| • All liquids | • Paint (except completely dried latex paint cans, no liquids) | • Food Waste |
| • Animals | | • Hazardous waste |
| • Antifreeze | | • Herbicides & pesticides |
| • Appliances | • Petroleum-contaminated soil/lead paint chips | • Industrial waste |
| • Asbestos | • Propane tanks | • Lubricating/hydraulic oil |
| • Barrels | • Radioactive material | • Medical and biological waste |
| • Batteries | • Railroad ties | • Microwaves |
| • Chemical products | • Solvents | • Monitors |
| • Computers | • Televisions | • Motor oil |
| • Contaminated Oils (mixed with solvents, gasoline, etc.) | • Tires | • Oil filters |
| | • Transmission oil | • Dirt |

USE: Customer shall use the equipment only for its proper and intended purpose and should reasonably avoid overloading the equipment (by weight or volume), move, or alter the equipment. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company or its contractor's handling of the equipment).

ACCESS: Customer shall provide safe, unobstructed access to deliver the equipment on the scheduled delivery and unobstructed access to collect the equipment. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

PICKUP: The Customer shall ensure the door of the dumpster is closed, no material is sticking above dumpster and the dumpster is ready for pickup when the driver arrives. If the Company and its employee(s) deem that the container is unsafe and / or if the dumpster is not ready for pickup, the Customer shall pay a fee of \$100 for the trip charge.

DIMENSION VARIANCE: The Customer understands that the dimensions of the dumpster advertised online may vary from what is delivered, however, the volume of the dumpster shall not be less than what the Customer ordered.

i.e.: The Customer rents a 10- yard dumpster and with advertised dimensions of 8' wide x 11' long x 3.5' tall, however, the Company delivers a 8' wide x 10' long x 4' tall dumpster.

DAMAGE TO DRIVEWAY: Customer agrees that excluding any damage caused intentionally or due to gross negligence, Company, or the Company's employees shall not be responsible for any damages to Customer's pavement, curbing, landscape, lawn and / or other driving surfaces resulting from Company or its employee providing service(s) at Customer's location, including location not owned by the Customer.

DELIVERY: The Company shall attempt to deliver the container at the date and time the customer requests. The customer shall hold harmless the company for any delay caused by the company's inability to deliver said dumpster to Customer's desired location. The Company does not take any responsibility for any loss, whether monetary or otherwise, damages, claims, or any penalties imposed that the Customer may incur due to the container not being delivered on the date and time of Customer's request.

HOLD HARMLESS: Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment.

ATTORNEYS' FEES: If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXCUSED PERFORMANCE: Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, Riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and other acts of God, shall not constitute a breach of this Agreement.

TITLE: Company and or its contractors shall acquire title to Waste Materials when they are loaded into the Company's or Company's contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no

time pass to Company or its contractors.

MISCELLANEOUS: This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that may exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. Customer agrees that it shall not engage in any business activity with any other waste/recycling company that employs a former employee of Company for a period of two years after the termination of this Agreement. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Customer consents to personal jurisdiction and venue in the courts for the County of Macomb, State of Michigan.

By completing the purchase or submitting the Dumpster Rental Agreement form, I hereby agree to the terms and conditions herein.