

Two Lakes Dumpsters, LLC

By requesting service from, issuing payment to, taking delivery of, or utilization of a dumpster from Two Lakes Dumpsters, the customer agrees to the following conditions:

Pricing & Payments

Payment for all base fees as well as any known additional fees will be due upon delivery of the roll-off dumpster (also referred to as dumpster or container). All fees not paid upon delivery are due on the day of the dumpster pickup and will be charged to the credit/debit card on file. The customer agrees to pay the fee for the items listed.

Cash, credit, and debit cards are accepted. A 4% charge will be applied to all credit and debit cards. You are required to place a debit or credit card on file with Two Lakes Dumpsters prior to dumpster delivery. Delivery made without a credit or debit card on file does not negate the requirement. Credit or debit card must be updated or confirmed for any subsequent rental.

Your financial information will be stored and can be used to collect any open balance or additional charges owed because of this rental. By providing this financial information, you attest that you have the authority to use it and grant us the authority to store this information. In the event your check, debit, or credit card is declined when we try to collect a balance owed, you authorize Two Lakes Dumpsters to continue attempting to capture any unpaid amount owed until the charge is approved.

In the event Two Lakes Dumpsters accepts a personal or business check, we reserve the right to present the check electronically. A \$75 returned check fee will be applied to any returned check. Two Lakes Dumpsters will continue to present the check for payment until it clears the bank. An additional \$75 returned check fee will be applied each time the check is returned unpaid.

Any rental order, once confirmed by Two Lakes Dumpsters (verbally, via email, or text), must be canceled the day before the rental day to avoid the rental fee. Attempted delivery of a confirmed rental will result in the full rental cost owed to Two Lakes Dumpsters.

Two Lakes Dumpsters reserves the right to delay the removal of any dumpster with an outstanding balance, said dumpster will continue to incur rental charges until the dumpster has been paid for and retrieved.

Additionally, the customer agrees to pay any overages incurred due to overloading as well as any additional applicable fees. Overages are billed as detailed in the Dumpster Weight Allowances and Overages section below and will be automatically charged to the credit/debit card on file.

The customer is responsible for any fees assessed for hazardous and/or unacceptable material, including, but not limited to, all the items listed under the Dumpster Use section below.

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The dumpster rental includes use up to the rental term stated. A dumpster kept longer than the rental term will automatically be charged the additional day fee. Any unpaid balance at the end of this contract will accrue 10% interest monthly until paid in full. There will be a minimum of a \$25 late fee.

Two Lakes Dumpsters will seek relief pursuant to the Tennessee Prompt Pay Act. This invoice/contract shall serve as notice.

Dumpsters must not be filled above the maximum fill line. Dumpsters without a clearly defined fill line may be filled to the top of the dumpster but no items must be higher than the sides of the dumpster. Dumpsters with debris above the top edge will be charged \$50 per occurrence plus \$125 per hour for removal or rearrangement of debris, with a minimum of one hour billed. This charge is billed in one-hour increments.

Large household appliances such as, but not limited to, refrigerators, conventional ovens, ranges, microwave ovens, washers, and dryers are not accepted. Dumpsters containing any of these items will be charged \$250 in addition to any fee charged by the landfill.

Mattresses, box springs, and/or tires will incur an additional cost of \$50 per piece.

Two Lakes Dumpsters reserves the right to return an equal number of loads of debris for failure/refusal to pay any unpaid balance.

Dumpster Weight Allowances and Overages

Dumpster Size	Included Tonnage
12 Yard	1
16 Yard	1.5
20 Yard	2

The maximum allowable weight in any dumpster is four (4) tons. Dumpster rental prices include a set tonnage. Dumpster tonnage above the included tonnage but under four (4) tons will incur an overage charge of \$100 per ton, billed in one (1) ton increments. Dumpster tonnage four (4) tons or greater but under eight tons will incur an overage charge of \$250 per ton, billed in one (1) ton increments, starting with the fourth (4th) ton. A dumpster's tonnage eight (8) tons or greater will incur an overage charge of \$500 per ton, billed in one (1) ton increments for the entire overage.

Dumpster Use

While dumpster(s) are in your possession, you will NOT place or allow to be placed into the dumpster, any of the following:

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- Substances hazardous to health such as toxic or corrosive materials
- Liquids of any kind whether they are contained or not
- Cans, drums, or other containers of any kind unless emptied, crushed, and incapable of carrying any liquid
- Medical waste or animal carcasses of any kind
- Any material considered unsuitable for containment, including but not limited to malodorous waste, asbestos, paint, gas bottles, fluorescent tubes, light bulbs, or vehicle batteries
- Extremely heavy materials such as rock, dirt, or concrete. Please let us know and we can help you dispose of heavy items more efficiently.

Customers will be charged 200% of our billed rate for any of the above items, for example, if Two Lakes Dumpsters gets billed \$100 to dispose of the item, you will be billed \$200.

The customer must not move the dumpster in any manner. Dumpsters that have been moved by anyone other than Two Lakes Dumpsters will be assessed a charge of \$500. Contact Two Lakes Dumpsters if you need the dumpster moved.

Dumpsters must not be loaded, filled, or compacted, by mechanical equipment including, but not limited to, passenger vehicles, skid steers, tractors, wheel loaders, high lifts, track hoes, excavators, mini excavators, trash compacting equipment, etc. Dumpsters loaded, filled, or compacted by these means will be automatically assessed a charge of \$500. Additionally, any damage incurred because of the use of such equipment will result in the charge of the entire replacement cost of a comparable dumpster (in addition to the original rental fee), due within 14 days of the end of the dumpster rental.

The customer is fully responsible for the entire contents of the dumpster and remains the rightful owner of the dumpster's contents until the dumpster is dumped and the contents accepted by the prospective disposal facility.

Do not play or allow play in, on, or around the dumpster. Do not climb or allow climbing in, on, or around the dumpster. Do not occupy or allow occupation of the dumpster.

Load dumpster evenly. Tilted or unevenly loaded dumpsters could result in serious injury or death. The customer is 100% responsible for any damage or injury that may occur during the term of the rental and/or while the dumpster is onsite.

The customer is liable for any loss or damage to the dumpster over reasonable wear and tear. Loss or damage to the dumpster will incur full replacement cost of the dumpster. Two Lakes Dumpsters will determine "reasonable wear and tear" at their own discretion.

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Access and Ground Conditions

The Customer is responsible for providing free, clear, and suitable access to and from the delivery site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for delivery, placement, and removal of the dumpster. Should you, the customer, fail to provide access for dumpster retrieval Two Lakes Dumpsters maintains the right to enter the premises where the dumpster may be without notice and take possession of and remove it at the customer's expense all without legal process, the customer hereby waives any claims for damages from any such entry or removal.

Two Lakes Dumpsters will not accept responsibility for the damage to any surface, structure, or lawn sprinkler heads, etc., therefore you should take steps to protect them before delivery. We have specifically identified that a heavy dumpster may cause damage.

In the event Two Lakes Dumpsters must make an additional trip due to issues with access for retrieval of the dumpster or any outstanding balance due, an additional charge of \$250 will be assessed for each trip. Additionally, idle time resulting from access or removal issues not caused by Two Lakes Dumpsters will be billed at \$125 per hour.

A trip charge of \$150 will be assessed if Two Lakes Dumpsters drives to but does not deliver to an address that was provided by you, the customer, or your representative. Additionally, there will be a \$125 per hour for any time that we are onsite waiting to gain access or get further directions from you, the customer, or your representative. These fees are applicable for refusal of delivery, wrong address, locked gates, etc. A charge of \$250 will be assessed if Two Lakes Dumpsters delivers a dumpster to the wrong address that was provided by you, the customer, or your representative and must retrieve and re-deliver the dumpster.

Two Lakes Dumpsters has the right to refuse the contents of a dumpster if the contents are expressly excluded from this rental and/or if the weight is above what our equipment can haul. The maximum weight for any rental is four (4) tons. Exceeding the stated weight allowance will result in an additional charge. Tonnage over the max weight may result in the driver emptying part or all the contents of the dumpster on-site to remove the dumpster safely and legally.

Summary of Additional Fees

- **Weight Overage: \$100, \$250, and \$500 per ton, rounded up to the nearest ton**
- **Unpaid Balance: 10% of the unpaid balance per day, \$25 minimum**
- **Credit Card Fee: 4% of the amount being paid**
- **Returned Check Fee: \$75 per occurrence**
- **Large Appliances: \$250.00 per appliance plus landfill/disposal costs**

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- **Mattress, Box Springs, and Tires: \$50.00 each**
- **Manual Labor to Correct Load Issues: \$50 per occurrence plus \$125 per hour, billed in one-hour increments**
- **Expressly Forbidden Items: 200% of the disposal cost charged to Two Lakes Dumpsters**
- **Idle Time: \$125 per hour, billed in one-hour increments**
- **Mechanical Dumpster Loading/Unloading: \$500 per incident**
- **Unauthorized Relocation of Dumpster: \$500 per incident**
- **Dumpster Damage: Full replacement cost of the dumpster**
- **Incorrect Address: \$125 & \$250 per occurrence**
- **Additional Trip Charge: \$250 per occurrence**

If any part of this rental contract is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other portion or provision of this contract. Rather, the invalid, illegal, or unenforceable part shall be deemed severed from this contract, and this contract shall be enforced as if the contract did not contain the invalid, illegal, or unenforceable part. Two Lakes Dumpsters is not liable for any accident or injury that occurs in, on, or around our dumpsters.

Unpaid rental fees and charges resulting from your rental are your responsibility. You agree to pay any reasonable attorney fees, collection costs, and interest at 10% monthly.

Bicycles - If you have a bicycle to dispose of, please place it on top of your debris so that it can be repaired and donated to children in need.

Customer Acknowledgement

By accepting the delivery, the customer automatically agrees to all the requirements listed in this contract.

Thank you for your business!