



259 Carr Road
Franklin, KY 42134
270-791-4960

Terms & Conditions for Kentucky Roll Off Dumpster and Portable Toilet Service

Delivery Terms & Conditions:

1). It is the policy of BG Dumpster, LLC to guarantee delivery of containers and portable toilets to paved driveways or gravel driveways with hard surfaces only. BG Dumpster LLC will not be responsible for damages to driveways, sidewalks, buildings, parking lots, low wires, trees or other property. BG Dumpster LLC drivers have the right to deny placement due to safety and/or damage concerns. Lawns and driveways/sidewalks can get damaged from the weight of the container/truck. Our drivers reserve the right not to place on soft surfaces due to rain/inclement weather. They can get stuck. Further, the owner or agent for the owner agrees to pay for any towing charges incurred. It is the responsibility of the renter/owner to clearly mark all public and private obstacles prior to dumpster delivery.

2). We are not liable for property damage done to property not owned by your or your customer. We will not deliver if we can't perform our service on your property, your customer's property, or public property. You must have a property damage liability waiver form signed by the property owner before we will attempt to place units across property lines.

3). The renter/property owner is responsible for any damage that occurs to the dumpster/portable toilet while on his/her property. If the dumpster occurs fire damage, due to the renter's negligence or a third party, the property owner/renter is responsible for the repair bills or replacement of the dumpster. If the renter damages the dumpster while loading it with heavy equipment, the renter/property owner is financially responsible for the damage incurred. The renter and/or property owner will be invoiced for the damage to the dumpster/portable toilet. If payment isn't received for the damages incurred within seven days of receipt of the invoice, then the charges will be placed on the credit or bank card given at the time of delivery.

4). You may be required to have a permit/license by the local government for placement of dumpsters/portable toilets on public streets/parking areas. BG Dumpster, LLC will not be responsible for any fines or citations as a result of the renter not obtaining necessary permits/licenses. By signing this agreement, you agree to comply with all local laws and are liable for all fines and citations.

5). Each dumpster is rented on a per load basis. All dumpsters are rented for a 28-day rental period. If the customer doesn't order a dumpster pickup in the 28-day rental period, then he or she will incur a charge of \$5 per day for the excess rental period. After the allowed tonnage per dumpster load is reached, then additional charge of \$55 per ton is charged for excess tonnage. These excess charges will be placed on the customer's bankcard/credit card given at time of the initial order. Portable toilets are rented for an initial 28-day rental period (excluding special events). After the 28-day rental period, the additional rental charge is \$17.50 per week and will be charged to the customer's bankcard/credit card given at time of delivery.

Loading Terms & Conditions:

The dumpster contents are the responsibility of the renter.

- 1). The dumpster can't be filled over the top due to DOT Regulations. The tarp must be able to completely cover the top of the dumpster with no obstructions. If the dumpster is filled over the top, then the customer will be called to level the dumpster, so the dumpster can be legally hauled. If the customer can't be reached and the issue taken care of immediately and the driver must return, then a minimum fee of \$75 will apply.
- 2). Due to weigh requirements by the DOT, dumpsters can't be filled over their legal weight capacity. This may require the renter/property owner to rent an additional dumpster in order to meet the weight requirements. DOT overweight capacity for 10,15,20, & 25 yd. dumpsters is 5 tons. Overweight DOT capacity for 30 yd. dumpster is 12 tons. If the dumpster can't be picked up due to the way the dumpster is loaded, then the customer will be responsible for additional charges incurred for disposal. These charges will be placed on the customer's credit card given at time of delivery.
- 3). **We WILL NOT ACCEPT ANY OF THE FOLLOWING MATERIALS:** Tires, mattress, box springs, appliances with Freon, food, liquid paint, asbestos, propane or other pressurized containers, hazardous materials, liquid poisonous chemicals, medical/industrial waste, explosives, batteries, hot water heaters, lawn mowers, gas engines, ballast, condensers, paint thinners, motor oil, used oil filters, dead animals, gas tanks, freon tanks, radioactive waste, corrosive waste, ignitable waste or toxic waste. You are responsible for all materials placed in the dumpster by you or others. Any materials listed above may be subject to rejection. The renter/property owner will be invoiced for the disposal or abatement of these prohibited items. These charges will be placed on the credit or bank card given at time of delivery.

Pickup Terms & Conditions:

- 1). Please don't block the dumpster/portable toilet after calling for a pickup. Blocked dumpsters are subject to a minimum \$75 trip charge.
- 2). Any overages in time on dumpster rentals/portable toilet rentals, dumpster rental allowed tonnage, or dumpster swap charges are placed on the customer's bank or credit card given at time of delivery.
- 3). BG Dumpster, LLC is not responsible for any verbal agreements made by its drivers or office staff. All agreements must be made with company owners.

By signing this agreement below, you agree that you have read the above terms of the agreement and are bound to the terms and conditions and are dully authorized to do so. This agreement is binding for the initial dumpster rental and future orders.

Customer's signature

Date

Printed Company/Customer's Name _____