

DUMPSTER RENTAL AGREEMENT

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Dumpster Use:

1. All dumpsters are to be rented and billed in monthly blocks.
2. There are no partial or prorated short-term rates.
3. While refuse dumpsters are in your possession, you will NOT place or allow to be placed into the dumpster:
 - Substances hazardous to health such toxic or corrosive materials or liquids.
 - Liquids of any kind whether 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 not listed above however considered unsuitable for containment e.g. malodorous waste: asbestos, paint, tires, gas bottle, fluorescent tubes, light bulbs, vehicle batteries, household appliances such as but not limited to refrigerators, conventional ovens, microwave ovens, washers and dryers.
 - Extremely heavy material such as rock, dirt, or concrete. Please let us know and we can help you dispose of such heavy items in a more efficient manner.
4. All refuse shall remain within the confines of the dumpster and shall not exceed the top or sides. Every attempt shall be taken to equally disperse the weight of the refuse within the dumpster.
5. The Customer shall be liable for any loss or damage to rented equipment in excess of reasonable wear and tear.

Access and Ground Conditions:

6. The Customer will be responsible for the provision of free 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. No responsibility will be accepted for the damage to any surface and you should therefore take steps to protect surfaces (e.g. paving slabs, soft ground) before delivery.
7. Should the container and/or vehicle cause damage to concrete or asphalt during loading or unloading, the Borough is only responsible if this is due to our negligence. We have specifically identified that heavy containers and/or vehicles may cause damage and that the placement of these heavy containers may cause damage.

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8. Should the Customer fail to return the container, the Borough maintains the right to enter upon the premises where the container may be, without notice, and take possession of and remove it at the Customer's expense, all without legal process, the Customer hereby waving any claims for damages from any such entry or removal.
9. By agreeing to place a dumpster on your private property, you are assuming the risk of damage to your private property and you will not hold the Borough liable for any damages caused by the dumpster or any vehicle placing, emptying or servicing the dumpster.

I, the property owner, hereby certify that I have read, understand, and agree to abide by the contents of the Borough of Kutztown policy governing dumpster rentals, and I have read and understand the agreement in its entirety including all Rental Rules. In addition, the undersigned agrees to hold the Borough of Kutztown, its elected and appointed officials, and employees harmless from any and all claims, demands, suits or losses, thereof arising out of or connected with this rental agreement and the activities of placing the dumpster.

Dumpster Size

Property Owner

____/____/_____
Application Date

Address

Authorized Borough Signature

____/____/_____
Application Date