



**MARTIN'S DISPOSAL LLC,  
4961 N. CYPRESS AVE  
ODESSA, TX 79764  
(432) 413-5976**

**ROLL-OFF CONTAINER RENTAL AGREEMENT**

<b>Customer:</b>	<b>Contact:</b>
<b>Physical Address:</b>	<b>Billing Address:</b>
<b>Phone#:</b>	<b>Fax#:</b>
<b>Date Delivery:</b>	<b>Length of Rental:</b>

**ROLL OFF RENTAL RATES:**

DEPOSIT.....	\$250.00
DELIVERY & HAUL OFF PER LOAD.....	\$150.00
DAILY RENTAL.....	\$4.00
DISPOSAL FEE (per ton according to Landfill Rates).....	\$50.00 per ton

**ADDITIONAL CHARGES & PENALTIES:**

OVERWEIGHT FEE (more than 4 tons).....	\$300.00
OVERFILL FEE (flat rate).....	\$100.00
MILEAGE FEE ( <u>per mile</u> outside 30 mile radius from dump site).....	\$1.75
SATURDAY DELIVERY OR PICKUP .....	\$40.00

**TERMS & CONDITIONS**

- MARTIN'S DISPOSAL LLC WILL PROVIDE CONTAINERS IN GOOD USEABLE CONDITION.
- RENTER WILL BE RESPONSIBLE FOR ALL DAMAGES BEYOND NORMAL WEAR AND TEAR.
- RENTER WILL BE RESPONSIBLE FOR CALLING WHEN CONTAINER USE IS NO LONGER NEEDED AND SCHEDULE PICKUP
- RENTER WILL BE RESPONSIBLE FOR OBTAINING PROPER CITY PERMITS
- CONTAINERS ARE NOT TO BE OVERFILLED WITH PROTRUDING OBJECTS OR DEBRIS. (**overfill fees apply**).
- RENTER WILL MAINTAIN ADEQUATE ACCESS AT FRONT AND SIDES OF CONTAINER FOR LOADING PURPOSES.( When a customer requests an empty or removal of a dumpster, it is the customer's responsibility to ensure that the dumpster is accessible with unobstructed access in front and 4' on either side. If service is requested and vehicles, debris, snow, and/or other obstructions preclude us from performing the scheduled service, service delay and/or extra service fees may apply.)
- RENTER IS NOT TO OVERFILL CONTAINER WITH HEAVY MATERIAL. Container recommended weight limit is 4 tons. Weight over 4 tons **overweight fees will apply. (\$300.00)**
- **NO Concrete, Brick, Dirt, Gravel, Sand, asphalt, allowed in container**
- RENTER UNDERSTANDS MARTIN'S DISPOSAL LLC WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER. Martin's Disposal LLC shall not be responsible for damage to any private pavement or accompanying sub-surface or any route reasonably necessary to perform the services herein contracted. In addition, Martin's Disposal LLC shall not be responsible for damage to lawns, fences or shrubbery. Customer assumes all liabilities for damage to pavement or road surface, sidewalks, lawns, fences and

shrubbery, septic systems or wells. Customer agrees to indemnify, defend and hold harmless Martin's Disposal LLC against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the container.

•**RENTER IS NOT TO PUT HAZARDOUS MATERIALS INTO CONTAINER.**(Toxic/hazardous wastes such as paint, oil, batteries, chemicals, insecticides, herbicides, pesticides, propane tanks, asbestos, tires, ect)

•**RENTER IS NOT TO MOVE THE CONTAINERS**

(We will do our best to place the container according to your placement instructions. Once we have placed the container do not move it. Moving the container without proper equipment causes wear and tear and we may not be able to reach the container with our truck for safe collection and removal. You can arrange for alternate container placement when you call for an empty as long as the container remains at the same address/location. Moving the container to an alternate address/location requires a new rental agreement.)

•**CHARGES AND PAYMENTS.** Customer shall pay Martin's Disposal LLC in accordance with above rental rates for the services provided. Customer shall be liable for all taxes, fees or other charges imposed upon the disposal of the Customer's waste materials by Federal, State, local laws and regulations. Payment shall be made by Customer within ten (10) days after the receipt of an invoice from Martin's Disposal LLC. Martin's Disposal LLC may impose, and Customer agrees to pay a late fee not to exceed the maximum rate allowed by applicable law for all past due payments. Any and all charges, fees, and/or assessments incurred by Martin's Disposal LLC relative to the denial of payment to Martin's Disposal LLC by Customer's credit card company, bank or any other entity used by Customer in an attempt to pay Martin's Disposal LLC, are fully the responsibility of Customer and reimbursable to Martin's Disposal, in full, by Customer, plus Customer agrees to pay Martin's Disposal LLC a fee of \$25.00 per denial.

**ATTORNEY'S FEES.** In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

**AUTHORIZED SIGNATURE DATE**

(by signing you are agreeing to above terms & conditions)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**CREDIT CARD AUTHORIZATION:**

**NAME ON CARD:** \_\_\_\_\_ **Phone#** \_\_\_\_\_

**CARD#** \_\_\_\_\_ **EXP:** \_\_\_/\_\_\_ **ZIP CODE:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**FOR OFFICE USE ONLY:**

<i>Serial #</i> _____	<i>Date Delivered</i> _____	<i>Date Retrieved</i> _____
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