



**4961 N. CYPRESS AVE  
ODESSA, TX 79764**

**ROLL-OFF CONTAINER RENTAL AGREEMENT**

<b>Location Name:</b>	<b>Billing Entity:</b>
<b>Physical Address:</b>	<b>Billing Address:</b>
<b>Phone#:</b>	<b>EMAIL</b>
<b>Date Delivery:</b>	<b>Length of Rental:</b>

**ROLL OFF RENTAL RATES (not including tax)**

DEPOSIT FOR NEW ACCOUNTS.....	\$250.00
DELIVERY & HAUL OFF PER LOAD.....	\$150.00
DAILY RENTAL LESS THAN 14 DAYS ENTIRE RENTAL.....	\$4.00 PER DAY
DAILY RENTAL RATES MORE THAN 14 DAYS ENTIRE RENTAL.....	\$6.00 PER DAY
DISPOSAL FEE (according to Landfill Rates) .....	\$91.50 1 <sup>st</sup> ton - \$60 per ton after

**ADDITIONAL CHARGES & PENALTIES (not including tax):**

OVERWEIGHT FEE (more than 4 tons).....	\$300.00
OVERFILL FEE (flat rate).....	\$100.00
MILEAGE FEE ( <i>per mile</i> outside 30 mile radius from dump site).....	\$4.00/MILE

**TERMS & CONDITIONS**

- MARTIN'S DISPOSAL LLC WILL PROVIDE CONTAINERS IN GOOD USEABLE CONDITION.
- RENTER WILL BE RESPONSIBLE FOR ALL DAMAGES BEYOND NORMAL WEAR & TEAR.
- RENTER WILL BE RESPONSIBLE FOR CALLING WHEN CONTAINER USE IS NO LONGER NEEDED AND SCHEDULE PICKUP AT NEXT AVAILABLE DAY. IF CALLED IN ON A FRIDAY CONTAINER WILL BE PICKED UP ON THE FOLLOWING MONDAY AND DAILY RENTAL RATES WILL BE CHARGED AS SUCH.
- 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)

•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. 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 \$35.00 per denial

- **CREDIT CARD CHARGES** Initial deposit for shall be made by Customer with credit card to keep on file at the time of delivery. As load is picked up the initial deposit will be applied to the invoice and credit card on file charged for the balance receipts and invoices will be sent to email on file. For multiple loads Martin’s Disposal LLC will charge the credit card on file at the time of each pickup after dump fee is determined by landfill. Martin’s Disposal will keep deposit on account and apply it for the last load/ invoice and then if any balance is owed after deposit will be charged to cc on file. If credit card payment is not an option ALL Invoices are due as received with check, money order or cash. Martin’s Disposal LLC will not set initial or additional containers for an account that has an unpaid balance or unable to pay deposit.

**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 ALL above terms & conditions)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CREDIT CARD AUTHORIZATION:** Card Accepted: (Visa, MasterCard, or Discover)

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

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

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

**Email Address:** \_\_\_\_\_

**\*\*All copies of invoices and credit card receipts will be sent via email so please provide a good email address\*\***

