

Dumpster Rental Agreement

THIS EQUIPMENT RENTAL AGREEMENT DATED THIS _____ OF _____,

BETWEEN: POWELL COUNTY TRANSFER STATION
182 TRANSFER STATION ROAD
STANTON, KY. 40380

AND
(renter)

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner leases the Equipment to the Renter, and the Renter leases the Equipment from the Owner on the following terms:\

Definitions

- 1) The following definitions are used but not otherwise defined in this agreement;
 - a) "Casualty Value" means the market value of the Equipment in case of a total loss
 - b)"Equipment" means 10 yard dumpster which has an approximate value of \$5400.00
 - c)"Total Loss" means any loss or damage that is not repairable or would cost more to repair than the market value of the equipment

Lease

The owner agrees to lease the Equipment to the Renter, and the Renter agrees to lease the Equipment from the Owner in accordance with the terms set out in this Agreement

Term

The Agreement commences on _____ and will continue until _____

Rent

The rent will be paid as a deposit of \$200.00. This will cover delivery and pickup of the dumpster and the first ton of garbage.

Delivery of Equipment

The dumpster will be delivered and picked up by Powell County Transfer Station

Use of Equipment

- 1) The Renter will use the Equipment in a good and careful manner and comply with all of the manufactures requirements and recommendation respecting the Equipment and with any applicable law, whether local, state, or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
- 2) The Renter will use Equipment for the purpose for which it was designed and not for any other use

Repair and Maintenance of Equipment

- 1) The Renter will responsible for any repairs when Equipment is in there hands
- 2) Powell County Transfer Station will handle all maintenance to the Equipment

Loss and Damages

- 1) To the extent permitted by Law, the Renter will be responsible for risk of loss, theft, damage, or destruction to the Equipment from any every cause.
- 2) If Equipment is lost or damage, the Renter will continue paying Rent, will provide the Owner with prompt written notice of such loss or damage and will, if the Equipment to be put in a state of good repair, appearance, and condition.
- 3) In the event of Total Loss of the Equipment, the Renter will provide the Owner with prompt written notice of such loss and will pay to the Owner all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Renter.

Ownership, Right to Lease and Quiet Enjoyment

- 1) The Equipment is the property of the Owner and will remain the property of the Owner.
- 2) The Renter will not encumber the Equipment to be encumbered or pledge the Equipment as security in any manner.
- 3) The Owner warrants that the Owner has the right to lease the Equipment according to the terms in this agreement

Renewal

- 1) The Renter may renew this agreement for an additional Term if the Renter has given the Owner 2 days written notice of the Renter is not in default of any of the terms under this agreement. Other than as agreed upon in writing between the Parties, the renewal will be on the same terms as this Agreement, except for this renewal clauses.

Additional Clauses

- 1) For extra dumps be a \$75.00 pickup and delivery charges plus \$100.00 per ton of garbage over the first ton. A \$25.00 per week for extra weekly rental.

Address for Notice

- 1) Service of all notices under this agreement will be delivered personally or sent by register mail or courier to the following addresses
Owner: Powell County Transfer Station, 182 Transfer Road Stanton, Ky. 40380

Renter _____

Interest

- 1) All late payments over 30 days will be charge 2 percent monthly charge.

Governing Laws

1) It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Kentucky (the "State"), without regard to the jurisdiction in which any action or special proceeding may be instituted.

General Terms

- 1) The Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 2) Time is of the essence in this Agreement.
- 3) This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party to this Agreement.
- 4) Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance of such delay or default is caused by conditions beyond its control including, but not limited to Acts of God. Government,

restriction, wars, insurrections, natural disasters, such as earthquakes, hurricanes, or floods and/or any other causes beyond the reasonable control of the Party whose performance is affected

Notice to the Renter

1) This is a Lease, You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.

IN WITNESS WHEREOF the parties to this Agreement have executed the Equipment Rental Agreement on this _____ day of _____,

Powell County Transfer Station _____ (supervisor)

Date _____

Renter name _____

Address _____

Dates of service _____

Dumpster Rental Pricing

- A) \$200.00 Deposit
 - 1) This includes delivery and pickup.
 - 2) The first ton of garbage.
 - 3) 7 Day rental
- B) \$100.00 Per ton of garbage after the first ton
- C) \$25.00 Per week for additional week rental.
- D) \$75.00 For a pickup and dump and return plus cost of tonnage after first ton.