

BELLES DUMPSTER RENTAL

Dumpster Rental Terms of Service

A DBA of Belles Tree Service
Effective Date: _____

IMPORTANT YARD-WASTE RULE

YARD WASTE MAY NOT BE MIXED WITH JUNK, TRASH, CONSTRUCTION DEBRIS, DEMOLITION DEBRIS, OR ANY OTHER NON-YARD-WASTE MATERIAL.

A dumpster rented for yard waste must contain yard waste only.

Legal notice: This document is a business-use draft and should be reviewed by a Pennsylvania attorney before publication or enforcement.

These Dumpster Rental Terms of Service ("Terms") govern all dumpster rentals and related services provided by Belles Dumpster Rental, a DBA of Belles Tree Service ("Belles Dumpster Rental," "Company," "we," "us," or "our"). The person or entity scheduling, paying for, receiving, using, or directing the use of the dumpster is referred to as the "Customer."

By scheduling a rental, submitting payment, accepting delivery, or using the dumpster, the Customer acknowledges that the Customer has read, understands, and agrees to be bound by these Terms.

1. Rental Options and Payment

Belles Dumpster Rental currently provides 20-yard dumpsters.

Current standard rental options:

- One-day rental: \$350.00
- One-week rental: \$450.00

The applicable rental price, rental period, delivery location, and scheduled service dates will be confirmed at the time of scheduling.

Full payment is due at the time the rental is scheduled. Accepted payment methods may include credit card, cash, check, Venmo, PayPal, Apple Pay, Google Pay, and other payment methods approved by the Company.

A reservation is not confirmed until payment has been received and accepted by the Company.

2. No-Refund Policy

ALL PAYMENTS ARE FINAL AND NONREFUNDABLE.

The Customer must not schedule a dumpster rental unless the Customer is certain of the requested rental date, delivery location, rental period, and intended use.

No refund, credit, charge reversal, or reimbursement will be issued for:

- Customer cancellations;
- Changes in the Customer's plans;
- Failure to use the dumpster;
- Early completion of the Customer's project;
- Incorrectly estimated waste volume;
- Lack of access to the delivery location;
- Failure to obtain a required permit;
- Rejected delivery caused by unsafe or unsuitable site conditions;
- Prohibited or improperly mixed materials;
- Inclement weather, except as otherwise determined by the Company;
- Delays caused by conditions outside the Company's reasonable control; or
- Any other circumstance attributable to the Customer, property owner, contractor, occupant, or project site.

The Company may, in its sole discretion, permit a reservation to be rescheduled. Any permitted rescheduling does not create a right to a refund or future rescheduling.

3. Rental Period

The rental period begins when the dumpster is delivered and ends when the dumpster is removed by the Company.

One-day rentals are generally available Monday through Friday.

Rentals lasting one week or longer may be delivered or serviced Monday through Saturday, subject to availability, weather, disposal-facility schedules, equipment availability, road conditions, and other operational considerations.

The Customer shall not retain the dumpster beyond the agreed rental period without prior approval from the Company. Additional rental charges may apply for any approved or unapproved extension.

The Customer shall notify the Company when the dumpster is ready for removal. Notice that a dumpster is ready does not guarantee immediate or same-day removal.

4. Service Area

The Company provides service within portions of Northampton, Lehigh, Bucks, Berks, and Monroe Counties, Pennsylvania.

Standard delivery, fuel, and distance costs are included for locations within the Company's approved delivery radius. The Company has sole discretion to determine whether a location is within its approved delivery radius and whether additional charges or service restrictions apply.

5. Customer Responsibility for Waste

The Customer is solely responsible for every item and material placed in the dumpster, whether placed there by the Customer or by any other person.

The Customer shall control access to the dumpster and shall prevent neighbors, contractors, tenants, employees, members of the public, and other unauthorized persons from placing material in it.

The Customer remains responsible for unauthorized dumping, prohibited materials, excess weight, contamination, cleanup costs, disposal charges, fines, penalties, and damages associated with the dumpster while it is located at the Customer's delivery site.

6. Mandatory Separation of Yard Waste

A DUMPSTER CONTAINING JUNK, HOUSEHOLD TRASH, CONSTRUCTION DEBRIS, DEMOLITION DEBRIS, OR ANY OTHER NON-YARD-WASTE MATERIAL MUST NOT CONTAIN YARD WASTE.

YARD WASTE AND JUNK OR TRASH MAY NOT BE MIXED IN THE SAME DUMPSTER UNDER ANY CIRCUMSTANCES.

A dumpster rented for yard waste must contain **yard waste only**. No household junk, garbage, furniture, construction material, demolition material, roofing material, plastic bags, containers, treated lumber, railroad ties, soil, concrete, stone, metal, or other non-yard-waste material may be placed in a yard-waste dumpster unless the Company gives prior written authorization.

For purposes of these Terms, "yard waste" generally means uncontaminated plant material generated from the maintenance of lawns, gardens, shrubs, and trees, including leaves, grass clippings, brush, and similar natural vegetative material accepted by the designated disposal facility.

Tree trunks, logs, stumps, root balls, oversized branches, soil, rocks, treated wood, painted wood, chemically treated vegetation, invasive plants, and similar materials may be restricted or subject to separate approval.

The Customer must disclose at the time of scheduling whether the dumpster will be used for yard waste.

If yard waste is mixed with junk, trash, construction debris, demolition debris, or any other unauthorized material, the Company may, at its sole discretion:

- Refuse to remove or transport the dumpster;
- Require the Customer to remove and properly separate the materials;
- Return the dumpster to the Customer's property;

- Reclassify the load;
- Charge additional transportation, sorting, labor, cleanup, contamination, disposal, processing, or facility-rejection costs;
- Charge for additional rental time;
- Require immediate payment before further service is provided; and
- Pursue any other remedy permitted by these Terms or applicable law.

The Customer is responsible for all actual costs incurred by the Company because of a mixed or contaminated load.

7. Prohibited and Restricted Materials

The Customer shall review the Company's current prohibited-material guidance before loading the dumpster:

"What Can't You Put in a Dumpster?"

<https://www.bellesdumpsterrental.com/post/what-cant-you-put-in-a-dumpster>

That guidance, as updated by the Company from time to time, is incorporated into these Terms by reference.

Prohibited or restricted materials include, without limitation:

- Hazardous waste;
- Toxic, corrosive, reactive, explosive, or flammable substances;
- Gasoline, diesel fuel, motor oil, and other petroleum products;
- Wet paint, solvents, thinners, stains, and chemicals;
- Asbestos or suspected asbestos-containing material;
- Medical waste, needles, sharps, infectious waste, and biological waste;
- Propane tanks, compressed-gas cylinders, and pressurized containers;
- Batteries;
- Tires;
- Televisions, computers, and other regulated electronic waste;
- Refrigerators, air conditioners, dehumidifiers, freezers, and other appliances containing refrigerants unless specifically approved;
- Liquids of any kind;
- Pesticides, herbicides, and fertilizers;
- Radioactive materials;
- Explosives and ammunition;
- Sewage, human waste, animal waste, and dead animals;
- Hot ashes, smoldering materials, or burning materials;
- Materials prohibited by law, regulation, disposal-facility rules, or Company policy; and
- Any material the Company determines may create a safety, environmental, equipment, transportation, or disposal risk.

The online prohibited-material list is a general guide and is not exhaustive. Disposal-facility rules may change without prior notice.

The Customer must contact the Company before placing any questionable material in the dumpster. The absence of a particular item from the online list does not mean that the item is accepted.

8. Heavy Materials and Load Restrictions

Concrete, brick, block, asphalt, stone, soil, dirt, roofing material, plaster, tile, and other dense or heavy materials may require prior approval, special loading limits, a dedicated load, or different disposal arrangements.

The Customer shall disclose heavy materials before scheduling the rental.

The Company may refuse service, restrict the permitted quantity, require materials to be removed, or assess additional charges if heavy materials were not disclosed or if the load cannot be transported safely or lawfully.

No single item may be so large, heavy, or positioned in a manner that prevents safe loading, tarping, transport, unloading, or disposal.

9. Weight Allowance and Excess Weight

The rental includes a maximum disposal-weight allowance of 10 tons, unless a different allowance is stated in the Customer's written order or confirmation.

The Customer is responsible for all charges resulting from weight exceeding the applicable allowance. Weight is determined by the disposal or transfer facility's certified scale ticket or other commercially reasonable measurement used by the Company.

The Customer agrees that the disposal facility's recorded weight is controlling absent clear evidence of measurement error.

The stated weight allowance does not authorize the Customer to load the dumpster beyond its physical capacity or beyond a weight that may be safely and legally transported.

10. Fill Level and Safe Loading

Material must be loaded evenly and must not extend above the top edge or designated fill line of the dumpster.

Nothing may protrude from the top, sides, front, rear, doors, or openings of the dumpster.

The Customer shall not move, push, pull, tilt, lift, alter, damage, climb on, burn material in, or mechanically compact material inside the dumpster.

The Company may refuse to transport any dumpster that is overloaded, unevenly loaded, improperly loaded, leaking, unsafe, or incapable of being securely covered.

If the Company determines that the dumpster cannot be safely or lawfully transported, the Customer shall promptly remove or rearrange material as directed. Additional rental, trip, labor, cleanup, waiting-time, and transportation charges may apply.

11. Delivery-Site Requirements

The Customer shall provide a delivery and pickup location that is safe, accessible, level, firm, and sufficiently clear for the Company's vehicle and equipment.

The Customer shall disclose all relevant site conditions, including:

- Narrow roads or driveways;
- Low-hanging wires or branches;
- Overhead structures;
- Gates, fences, walls, and landscaping;

- Steep grades;
- Soft, muddy, frozen, paved, or recently installed surfaces;
- Septic systems;
- Wells;
- Drainage systems;
- Underground utilities;
- Irrigation systems;
- Weight-restricted roads;
- Property lines;
- Easements; and
- Any condition that could interfere with delivery or removal.

The Customer shall maintain unobstructed access to the dumpster throughout the rental period and on the scheduled removal date.

The Company may refuse delivery or removal when conditions are unsafe, inaccessible, unlawful, or reasonably likely to damage property, vehicles, equipment, or persons.

12. Property Damage and Placement Authorization

The Customer represents that the Customer owns the delivery property or has authority from the property owner to authorize dumpster placement.

The Customer is responsible for selecting and approving the placement location.

Dumpsters and delivery vehicles are heavy and may damage asphalt, concrete, pavers, curbs, lawns, landscaping, sidewalks, driveways, underground structures, and other surfaces. The risk may increase due to heat, cold, moisture, soft ground, poor construction, preexisting damage, or the weight of the loaded dumpster.

To the fullest extent permitted by Pennsylvania law, the Company is not responsible for ordinary surface marks, impressions, cracking, sinking, rutting, or other damage resulting from placement, loading, servicing, or removal when the dumpster is placed at the location selected or approved by the Customer.

The Customer shall provide suitable boards, protective materials, or other surface protection when desired or required, unless separate arrangements are made with the Company.

The Company remains responsible for damage directly caused by its gross negligence or willful misconduct to the extent required by applicable law.

13. Permits and Legal Compliance

The Customer is solely responsible for determining whether a permit, approval, notification, traffic-control measure, property-owner authorization, homeowners' association approval, or other governmental or private authorization is required.

This responsibility includes dumpsters placed on or near streets, alleys, sidewalks, public rights-of-way, common areas, shared driveways, parking lots, and property not owned by the Customer.

The Customer shall obtain all required permits and approvals before delivery and shall comply with all applicable federal, Pennsylvania, county, municipal, disposal-facility, and property-specific requirements.

The Company does not obtain permits for the Customer unless the Company expressly agrees otherwise in writing.

The Customer is responsible for all citations, towing charges, impoundment costs, penalties, fines, delays, and other expenses resulting from the Customer's failure to obtain required permission or comply with applicable requirements.

14. Delivery and Pickup Times

Delivery and pickup dates are scheduled in good faith but are not guaranteed appointment times.

The Company may alter delivery or pickup timing because of weather, traffic, road restrictions, disposal-facility delays, equipment failure, staffing, unsafe site conditions, governmental action, emergencies, or other circumstances beyond the Company's reasonable control.

The Company is not liable for project delays, contractor charges, lost profits, lost use, missed deadlines, or other consequential losses arising from a delivery or pickup delay.

15. Failed Delivery, Failed Pickup, and Additional Service

A failed delivery or pickup occurs when the Company arrives or attempts service but cannot safely or lawfully complete it because of circumstances attributable to the Customer or delivery location.

Such circumstances include blocked access, locked gates, parked vehicles, unsafe conditions, overhead obstructions, insufficient clearance, prohibited materials, an overloaded dumpster, an improperly loaded dumpster, failure to obtain a permit, or the Customer's request to delay service after dispatch.

The Customer is responsible for all reasonable additional trip, transportation, labor, waiting-time, disposal, and rental charges resulting from a failed delivery or pickup.

16. Damage to Dumpster or Equipment

The Customer is responsible for loss of or damage to the dumpster or Company equipment occurring while the dumpster is under the Customer's care, custody, or control, except for ordinary wear and tear or damage caused solely by the Company.

The Customer shall not:

- Move or attempt to move the dumpster;
- Paint, mark, modify, or attach anything to the dumpster;
- Permit fires or burning inside the dumpster;
- Use machinery to force or compact materials into the dumpster;
- Damage the dumpster doors, walls, floor, tarp, wheels, or components; or
- Allow the dumpster to be vandalized, misused, or removed by another person.

The Customer shall pay the reasonable cost of inspection, cleaning, repair, recovery, or replacement resulting from the Customer's acts or omissions or those of persons using or accessing the dumpster.

17. Right to Inspect and Refuse Service

The Company may inspect the contents of the dumpster at any time.

The Company may refuse, suspend, or terminate service if it reasonably believes that:

- The dumpster contains prohibited, undisclosed, or improperly mixed material;
- The dumpster is overloaded or unsafe;
- Transportation would violate a law, regulation, permit, or disposal-facility rule;
- The delivery site is unsafe or inaccessible;
- The Customer has breached these Terms; or

- Continued service presents an unreasonable risk to persons, property, equipment, or the environment.

Refusal, suspension, or termination of service due to the Customer's breach does not entitle the Customer to a refund.

18. Additional Charges

In addition to the stated rental price, the Customer is responsible for all reasonable and documented charges arising from circumstances outside the standard rental service, including:

- Rental-period extensions;
- Excess weight;
- Disposal-facility surcharges;
- Prohibited materials;
- Contaminated or mixed loads;
- Yard waste mixed with junk or trash;
- Load sorting or material removal;
- Overfilled or unsafe loads;
- Failed delivery or pickup;
- Additional transportation;
- Return trips;
- Waiting time;
- Cleaning;
- Damage to Company property;
- Permit violations;
- Fines or penalties attributable to the Customer;
- Chargebacks or returned payments; and
- Collection costs permitted by law.

Additional charges will be based on the Company's actual costs, applicable facility charges, the services reasonably required, and the Company's then-current fee schedule.

The Customer authorizes the Company to charge the original payment method for amounts properly due under these Terms, to the extent permitted by law and the applicable payment processor's rules.

19. Indemnification

To the fullest extent permitted by law, the Customer shall defend, indemnify, and hold harmless Belles Dumpster Rental, Belles Tree Service, and their owners, officers, employees, agents, drivers, contractors, insurers, successors, and assigns from claims, demands, losses, liabilities, damages, fines, penalties, cleanup costs, disposal costs, remediation expenses, judgments, and reasonable attorneys' fees arising from or related to:

- Materials placed in the dumpster;
- Prohibited, hazardous, contaminated, or improperly mixed materials;
- Unauthorized use of the dumpster;
- Injury or property damage occurring at the delivery site;
- The Customer's violation of these Terms;

- The Customer's violation of applicable law;
- Failure to obtain required permits or permission;
- The Customer's selection or approval of the placement location; or
- The acts or omissions of the Customer or any person using or accessing the dumpster.

This provision does not require the Customer to indemnify the Company for liability finally determined to have resulted solely from the Company's gross negligence or willful misconduct.

20. Limitation of Liability

To the fullest extent permitted by law, the Company shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, loss of use, business interruption, contractor delay charges, project delays, or loss of opportunity.

Except for liability that cannot lawfully be limited, the Company's total liability arising from a rental shall not exceed the amount paid by the Customer for the rental giving rise to the claim.

Nothing in these Terms waives a right or remedy that cannot be waived under applicable law.

21. Customer Representations

The Customer represents and warrants that:

- All information provided to the Company is accurate;
- The Customer is at least 18 years old and legally able to enter into a contract;
- The Customer has authority to authorize delivery and dumpster placement;
- The Customer has disclosed the intended type of waste;
- The Customer will comply with all loading and material restrictions;
- The Customer will prevent unauthorized dumping; and
- The Customer will pay all amounts due under these Terms.

22. Governing Law and Venue

These Terms and all disputes arising from the rental or services shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law rules.

Any legal action shall be brought in a court of competent jurisdiction located in the Pennsylvania county where the Company maintains its principal place of business, unless applicable law requires a different location.

23. Severability

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

24. No Waiver

The Company's failure to enforce any provision on one occasion does not waive its right to enforce that provision or any other provision later.

25. Entire Agreement and Changes

These Terms, the Customer's rental confirmation, the Company's prohibited-material guidance, and any written terms issued for the specific rental constitute the entire agreement between the Customer and the Company concerning the rental.

The Company may update these Terms from time to time. The version accepted when the Customer schedules the rental governs that rental unless the parties agree otherwise in writing.

Any exception or modification must be approved by the Company in writing.

26. Electronic Acceptance

Electronic acceptance, online booking, checkbox acceptance, electronic signature, payment, or acceptance of dumpster delivery constitutes the Customer's agreement to these Terms.

The Customer should save or print a copy of these Terms for the Customer's records.

27. Contact

Questions concerning accepted materials, yard-waste-only rentals, placement, weight, or these Terms must be directed to Belles Dumpster Rental before the dumpster is loaded.

Belles Dumpster Rental

A DBA of Belles Tree Service

Website: www.bellesdumpsterrental.com

Telephone: _____

Email: _____

CUSTOMER ACKNOWLEDGMENT

By scheduling the rental, submitting payment, accepting delivery, or using the dumpster, the Customer confirms that:

- The Customer has read and agrees to these Terms.
- All payments are final and nonrefundable.
- **Yard waste may not be mixed with junk, trash, construction debris, demolition debris, or any other non-yard-waste material.**
- **A dumpster designated for yard waste must contain yard waste only.**
- The Customer has reviewed "What Can't You Put in a Dumpster?"
- The Customer is responsible for all materials placed in the dumpster.
- Additional costs caused by prohibited materials, mixed loads, excess weight, unsafe loading, failed service, or property-access issues are the Customer's responsibility.

Customer Name: _____

Signature: _____

Date: _____

Rental Address: _____

Recommended online acceptance language: "I have read and agree to the Dumpster Rental Terms of Service, including the no-refund policy and the prohibition against mixing yard waste with junk or trash."