

Thank you for choosing Rock Solid Disposal LLC for your dumpster rental needs. This Rental Agreement is intended to clearly outline the terms, conditions, and responsibilities associated with your rental to ensure a safe, efficient, and satisfactory experience for all parties. By completing, signing, or otherwise accepting this Agreement, you acknowledge that you have read, understand, and agree to be bound by the Rental Terms and Conditions set forth herein.

*Please read this Agreement carefully. These Terms and Conditions apply to all dumpster rental requests, reservations, and services provided by Rock Solid Disposal LLC, whether arranged online, by email, telephone, text message, in person, or through any other method of communication.

1. Rental Agreement

This Rental Agreement ("Agreement") is made and entered into by and between Rock Solid Disposal LLC ("Company") and the Customer ("Customer") for the rental of a dumpster. By executing this Agreement, the Customer affirms that they have read, understand, and agree to be legally bound by all terms, conditions, and obligations contained herein.

2. Rental Period; Extensions; Additional Services

The rental period shall commence on the date the dumpster is delivered to the Customer and shall continue until the Customer notifies Rock Solid Disposal LLC ("Company") that the dumpster is ready for pickup, unless otherwise specified in a written agreement or online booking confirmation ("Rental Period").

For standard rentals, the Rental Period shall remain open until pickup is requested. For internet or prepaid bookings, the Rental Period shall automatically terminate at the end of the designated rental term unless extended in advance.

Any request to extend the Rental Period must be approved in advance by the Company.

Approved extensions shall be billed at a rate of \$35.00 per additional day, or such other rate as may be communicated by the Company in writing.

Each Rental Period includes one (1) delivery (drop-off) and one (1) pickup. Any additional deliveries, pickups, exchanges, or relocations requested by the Customer shall be treated as separate service orders and billed accordingly.

3. Payment Terms; Weight Limits; Additional Charges

Rental fees are due in full at the time of booking unless otherwise agreed to in writing by Rock Solid Disposal LLC ("Company"). The rental fee includes delivery, pickup, and disposal of acceptable materials up to the applicable weight allowance for the selected dumpster size. Any weight exceeding the included allowance shall be billed at a rate of \$100.00 per ton, prorated and rounded at the Company's discretion.

Standard weight allowances are as follows:

- 7.5 Yard Tandem Dump Trailer: .5 ton included
- 10 Yard Dumpster: 1.0 ton included
- 15 Yard Dumpster: 1.5 tons included
- 20 Yard Dumpster: 2.0 tons included

- 25 Yard Dumpster: 2.0 tons included
- 30 Yard Dumpster: 3.0 tons included

The Customer shall be responsible for all overweight charges incurred during disposal.

4. Prohibited and Special Handling Items

The following items are permitted for disposal but are subject to additional per-item charges if placed in the dumpster:

- Car Tires: \$20.00 each
- Truck Tires: \$30.00 each
- Freon-containing units (including air conditioners, refrigerators, freezers): \$30.00 each
- Computer monitors and televisions: \$30.00 each
- Mattresses and box springs: \$85.00 each
-

The following materials are strictly prohibited and shall not be placed in any dumpster provided by the Company:

Hazardous materials, batteries, chemicals, solvents, medical waste, gasoline, motor oil, wet paint or paint containers (full or partially full), animal remains, propane tanks, or any other regulated or illegal substances.

5. Specialty Dumpster Use Requirements

Dirt-Only Dumpsters: Dirt shall not exceed half (1/2) the container height and must be evenly distributed. A maximum weight limit of 10 tons applies to all containers in accordance with applicable DOT and hauling regulations. No additional materials shall be mixed with dirt loads. Wet or saturated soil may result in additional charges due to increased weight and disposal difficulty.

Concrete-Only Dumpsters: Concrete loads must be free of foreign materials. Rebar or wire mesh may result in additional processing fees. No mixed debris is permitted unless expressly authorized by the Company.

Metal-Only Dumpsters: Only scrap metal is permitted. No non-metal materials, automotive fluids, sealed tanks, or hazardous components shall be placed in the container. Appliances and other regulated items require prior approval. The container shall not be loaded above the fill line.

Brush-Only Dumpsters: Only natural brush and untreated, unfinished wood are permitted. Treated lumber, painted wood, varnished materials, pressure-treated lumber, creosote wood, and manufactured materials are strictly prohibited.

Any prohibited or unauthorized material discovered in a specialty container shall result in the Customer being charged the full standard disposal rate for the dumpster plus applicable tonnage fees for restricted materials. Additional cleanup, separation, or disposal costs may also apply.

6. Dumpster Loading and Safety Requirements

The Customer shall not overload the dumpster. All materials must be contained within the dumpster walls and shall not extend above the top rim or over the sides. Overloaded

containers may be refused for transport until properly corrected, and the Customer shall be responsible for removing excess materials at their own expense.

Any fines, citations, penalties, or damages arising from improper loading, unsafe conditions, or violations at the Customer's site shall be the sole responsibility of the Customer. A \$175.00 overfill or service violation fee may be charged to the payment method on file.

The use of mechanical compaction equipment (including but not limited to excavators, skid steers, loaders, or similar machinery) inside or on the dumpster is strictly prohibited. Any damage resulting from compaction or misuse shall be the responsibility of the Customer, including repair or full replacement of the dumpster if necessary. In such cases, a minimum fee of \$175.00 plus the cost of damages shall be charged to the Customer.

Dumpster Care and Damage Responsibility

At Rock Solid Disposal LLC, we take great care to protect our customers' property and place our dumpsters in a safe and respectful manner. We ask that customers extend the same care and respect to our equipment throughout the rental period.

The Customer is responsible for any damage to the dumpster caused by misuse, overloading, prohibited materials, fire, intentional acts, negligence, or operation of heavy equipment on or inside the dumpster. The Customer agrees to reimburse Rock Solid Disposal LLC for the reasonable cost of repairs or replacement resulting from such damage.

Normal wear and tear is expected and will not be charged to the Customer. However, damage including, but not limited to, bent doors, damaged rails, punctures, excessive dents, burned surfaces, graffiti, or structural damage may result in additional charges.

7. Access, Site Readiness, and Trip Fees

The Customer shall be responsible for ensuring that the placement location and surrounding area remain clear, safe, and fully accessible for delivery, servicing, and removal of all containers provided by Rock Solid Disposal LLC ("Company").

If the container is not accessible, safe to service, or otherwise not ready for pickup at the time of arrival, the Company may assess a trip fee and reschedule service at its discretion. Situations constituting an inaccessible or unserviceable condition include, but are not limited to: overloaded or improperly loaded containers; materials extending above or beyond the container walls; vehicles, equipment, debris, or other obstructions blocking access; low-hanging power lines, tree branches, or other overhead hazards; locked gates, fences, or restricted entry points; unstable, soft, or obstructed driveways or surfaces; excessive weight preventing safe removal; or any other condition that prevents safe or lawful service as determined by the Company or its driver.

In such cases, the Customer shall be responsible for a trip fee of \$150.00 per occurrence. This fee compensates the Company for driver time, fuel, scheduling disruption, and route adjustments required due to the failed service attempt.

The Company shall not be liable for delays or inability to service containers resulting from conditions beyond its control.

8. Order Changes, Cancellations, and Fees

Orders may be modified or canceled by contacting Rock Solid Disposal LLC ("Company") by phone, text, or email during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM Eastern Time), excluding holidays.

Cancellations must be made at least twenty-four (24) hours prior to the scheduled delivery or pickup time. Any cancellation received within less than twenty-four (24) hours of a scheduled service may be subject to a \$75.00 cancellation fee.

If a cancellation or change request is made after the dumpster has been dispatched, en route, or delivered, the Customer shall be responsible for all applicable delivery, trip, and service fees, in addition to any cancellation charges, as determined by the Company.

9. Damage Responsibility; Use Restrictions; Indemnification

The Customer shall be solely responsible for any loss, theft, or damage to the dumpster during the rental period, other than normal wear and tear. The Customer acknowledges that damage commonly results from the use of heavy equipment, including but not limited to forklifts, skid steers, backhoes, or similar machinery, and agrees to exercise reasonable care in loading and use of the dumpster.

The Customer shall not move, relocate, modify, alter, or attempt to repair the dumpster. Any relocation of the dumpster must be performed by Rock Solid Disposal LLC upon request, and may be subject to additional service or trip fees.

The Customer agrees to use the dumpster solely for its intended purpose and in accordance with all applicable terms of this Agreement. The Customer further agrees to indemnify, defend, and hold harmless Rock Solid Disposal LLC, its owners, employees, and agents from and against any and all claims, damages, losses, liabilities, penalties, fines, costs, or expenses (including attorney's fees) arising out of or related to the Customer's possession, use, misuse, or operation of the dumpster, including but not limited to injury to persons or damage to property.

Any damage to the dumpster occurring while in the Customer's possession shall be the responsibility of the Customer, and all repair or replacement costs shall be billed accordingly.

10. Weather Conditions; Weight Impact; No Adjustments

The Customer acknowledges that weather conditions, including but not limited to rain, snow, sleet, or hail, may occur during the rental period and are outside the control of Rock Solid Disposal LLC. The Company shall not be responsible for preventing precipitation or environmental exposure to materials placed in the dumpster.

The Customer may choose to cover the dumpster using appropriate materials such as tarps or plywood; however, dumpsters are not watertight and may allow water intrusion or retention. The Customer further acknowledges that moisture, precipitation, or saturation of materials may increase the overall weight of the load.

The Company is charged disposal fees based on weight, including any additional weight caused by water absorption or weather exposure. Accordingly, no discounts, refunds, or adjustments shall be issued due to weather-related weight increases or material saturation.

11. Property Conditions, Delivery Risks, and Limitation of Liability

The Customer acknowledges and agrees that Rock Solid Disposal LLC ("Company") shall not be responsible or liable for any damage to pavement, asphalt, concrete, curbs, driveways, sidewalks, lawns, landscaping, shrubbery, fences, septic systems, private wells, underground utilities, or any other surface or subsurface property conditions resulting from the delivery, placement, servicing, pickup, or removal of dumpsters or related equipment, including damage caused by the weight of Company vehicles or containers.

The Customer assumes full responsibility for any and all damage occurring to their property during delivery, placement, or pickup, including but not limited to damage resulting from soil conditions, surface conditions, underground utilities, or placement instructions given by the Customer or any third party acting on the Customer's behalf.

The Customer further acknowledges that Company drivers have sole discretion to refuse delivery, placement, or pickup of any container when, in the driver's judgment, conditions are unsafe, unstable, or likely to cause property damage or vehicle entrapment. This includes, but is not limited to, soft ground conditions, wet or saturated soil, snow, ice, narrow access points, low overhead clearance, or other hazardous site conditions.

The Company shall not be responsible for vehicle recovery costs, including but not limited to tow truck fees, recovery services, or associated expenses, if a Company vehicle becomes stuck or immobilized due to site conditions. In such cases, the Customer shall also be responsible for hourly standby or delay charges until the vehicle is safely recovered and able to resume service.

The Company shall not be liable for damage to any property not owned or legally controlled by the Customer. The Company reserves the right to refuse service where proper authorization or access rights cannot be verified.

If placement is requested across property lines or on property not owned by the Customer, the Company may require a signed property damage liability waiver from the property owner prior to delivery or service.

12. Legal Compliance and Municipal Responsibility

The Customer shall be solely responsible for any and all fines, penalties, citations, impound fees, enforcement actions, or other costs imposed by any federal, state, county, or municipal authority arising from the placement, use, or presence of the dumpster on the Customer's property or job site.

The Company shall not be responsible for compliance with local ordinances, zoning restrictions, permit requirements, or enforcement actions related to the Customer's use of the dumpster.

Permits and Regulatory Compliance

The Customer is solely responsible for determining whether any permits, licenses, approvals, or authorizations are required for the placement, use, or occupancy of the dumpster at the delivery location. The Customer shall obtain and maintain all required permits prior to delivery and throughout the rental period.

Rock Solid Disposal LLC is not responsible for securing permits or verifying permit requirements and shall not be liable for any fines, penalties, fees, towing, removal costs,

delays, or damages resulting from the Customer's failure to obtain the necessary permits or comply with applicable laws, ordinances, homeowners' association rules, or regulations.

If delivery cannot be completed or the dumpster must be relocated due to the Customer's failure to obtain required permits or approvals, the Customer shall be responsible for any additional trip charges, relocation fees, or other associated costs.

13. Payment Terms; Late Fees; Collections; Lien Rights; Authorization

All invoices and outstanding balances are due in accordance with net fifteen (15) day payment terms unless otherwise agreed to in writing by Rock Solid Disposal LLC ("Company"). Any balance not paid within thirty (30) days shall be deemed past due and subject to a late fee of two percent (2%) per month or the maximum rate permitted by law, whichever is less, until paid in full.

The Customer agrees to be responsible for and shall pay all costs of collection incurred by the Company, including but not limited to reasonable attorney's fees, court costs, filing fees, collection agency fees, and related enforcement expenses.

The Customer acknowledges that credit card payments may be automatically processed for any amounts due under this Agreement, including but not limited to rental charges, additional fees, penalties, damage charges, overweight fees, trip fees, extension charges, and any other amounts authorized under this Agreement.

The Company shall not be bound by any verbal statements, representations, or agreements made by drivers, agents, or representatives unless expressly confirmed in writing by an authorized representative of the Company.

The Customer understands that the dumpster rental period is limited as defined in this Agreement, and the Company reserves the right to remove the dumpster from the premises at any time after the rental period has expired. If any outstanding balance remains unpaid, the Company may withhold pickup and removal of the dumpster until all amounts due are satisfied in full.

In the event of nonpayment or default, the Company may refer the account to a collection agency or legal counsel. The Customer agrees to pay all resulting costs of enforcement, including but not limited to attorney's fees, court costs, collection fees, and administrative expenses.

A returned payment fee of thirty dollars (\$30.00) shall apply to all returned or insufficient funds transactions.

To the extent permitted by law, the Company reserves the right to assert a lien or other lawful claim against property or materials associated with unpaid accounts, including referral of the matter for lien enforcement or other legal remedies available under Virginia law.

14. Ordering and Payment Authorization

Placing an order with Rock Solid Disposal LLC constitutes a binding agreement and personal guarantee for payment. All customer and payment information is handled in accordance with applicable PCI-DSS security standards and confidentiality requirements.

By providing payment information, the Customer expressly authorizes the Company to charge the provided credit or debit card for all amounts due under this Agreement, including but not limited to base rental fees, overweight charges, extended rental days, trip fees, damage fees, restricted material fees, and any other charges incurred in connection with the rental.

The Customer acknowledges and agrees that no hidden fees such as fuel surcharges or environmental surcharges will be added unless expressly disclosed in this Agreement; however, all fees outlined herein remain applicable and authorized for billing.

This authorization shall remain in full force and effect until the Customer provides written notice of termination; however, such termination shall not relieve the Customer of any existing or accrued obligations.

Full payment is required at the time of order to schedule delivery. The Company accepts major credit cards. By submitting payment information, the Customer authorizes all present and future charges associated with the rental as outlined in this Agreement.

15. Pickup Notification and Rental Continuation

The Customer is responsible for notifying the Company when the dumpster is ready for pickup. For standard rentals, the rental period shall end upon such notification. Internet-based promotions or fixed-term rentals may automatically terminate at the end of the stated rental period unless otherwise extended.

Any additional rental days beyond the agreed rental period shall be billed at a rate of \$35.00 per day and charged to the payment method on file.

Each rental includes one (1) delivery and one (1) pickup. Any additional deliveries, pickups, swaps, or exchanges shall be treated as separate service requests and billed accordingly.

16. Indemnification

The Customer agrees to indemnify, defend, and hold harmless Rock Solid Disposal LLC, its owners, employees, agents, and affiliates from and against any and all claims, demands, losses, damages, liabilities, penalties, and expenses (including reasonable attorney's fees and costs of collection) arising out of or related to the Customer's use of the dumpster or breach of this Agreement. This indemnification obligation shall survive termination of this Agreement.

17. Termination

The Company reserves the right to terminate this Agreement and/or suspend service at any time upon Customer breach of any term or condition. Upon termination, the Company may remove its equipment from the Customer's location, and the Customer shall remain responsible for all outstanding balances and applicable fees incurred prior to removal.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the appropriate state or federal courts located within Virginia.

19. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. Any modification must be in writing and signed by both parties.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. Credit Card Authorization Acknowledgment

The Customer authorizes Rock Solid Disposal LLC to store payment information securely and to charge the Customer's payment method on file for all amounts due under this Agreement. This authorization remains in effect until revoked in writing by the Customer, provided that such revocation does not eliminate any existing financial obligations.

Acknowledgment and Acceptance

By signing below, the Customer acknowledges that they have read, understand, and agree to be bound by all terms and conditions contained in this Rental Agreement. The Customer further acknowledges that they have had the opportunity to ask questions regarding this Agreement and agree to comply with all provisions set forth herein.