

By renting and signing this agreement, I, _____, (hereinafter "Customer") acknowledge that I have read and understand the terms and conditions set forth in this document. The terms and conditions set forth in this document are in addition to the pricing set forth in your confirmation email and/or any other documentation outlining the details of your order and apply to all the Customer's rentals from Hoosier Hauler Inc. until such time as Hoosier Hauler Inc. and the Customer enter into a subsequent written contract.

Terms and Conditions:

- A. The Customer shall have the responsibility to determine the location of where Hoosier Hauler Inc. places the dumpster (hereinafter "Location") and shall communicate the Location to Hoosier Hauler Inc.
- B. Customer is solely responsible to obtain any and all federal, state, and/or local permits, authorizations, and consents and to do all other things necessary to allow the dumpster to be placed at the Location, including without limitation to obtaining and placing flashers, flags, and/or other items as needed.
- C. Customer shall not and shall not permit any other person to place any of the following into the dumpster: (a) any hazardous materials, including without limitation paint (\$25.00/can), painted brick/concrete (applies to clean fill dumpsters only), oil, fuel, chemicals, batteries, electronic waste, televisions, stereos, computers, refrigerators, freezers, air conditioners, any other appliances containing refrigerant such as Freon (refrigerators/freezers/air conditioners/etc. - \$250.00/each), fluorescent tubes, asbestos, insecticides, herbicides, pesticides, cleaning supplies, propane tanks, or any other material that is toxic, corrosive or otherwise hazardous to health; (b) liquid, medical or infectious waste of any kind; (c) rubber tires (auto \$40.00/each, truck \$80.00/each); (d) heavy debris such as rock, dirt, brick and concrete (wet or dry); and (e) no insulation unless bagged. In the event Customer places any such items in the dumpster, the customer, in addition to the amounts set forth above, shall also pay: (i) pay Two Hundred Fifty Dollars (\$250.00) to Hoosier Hauler Inc.; and (ii) shall be solely responsible for any, and all costs and expenses incurred by Hoosier Hauler Inc. for the special handling and/or disposal of such items including but not limited to costs associated with any hiring professionals and/or contractors to complete environmental testing and/or remediation.
- D. Customer shall not fill the dumpster to a level higher than the line on the dumpster marked with "MAXIMUM FILL LINE". If this marking is absent, then the dumpster shall not be filled to a level higher than the top edge of the dumpster. In the event Customer fills the dumpster to a level higher than the line on the dumpster marked with "MAXIMUM FILL LINE" or if the marking is absent, then the top edge of the dumpster, the Customer shall pay Hoosier Hauler Inc. a fee of \$150.00 for extra handling and/or removal of such items. Hoosier Hauler Inc. has no responsibility to dispose of items above said line and reserves the right to remove said items and leave them at the Location with no further responsibility with respect thereto. If loaded excessively, Hoosier Hauler will leave the dumpster at the Rental Site until it is leveled to a safe level by the Customer.
- E. Customer agrees to provide free, unimpeded access to the Location for all personnel and equipment of Hoosier Hauler Inc. that is required to place, empty, and/or remove the dumpster pursuant to this Agreement. In the event Hoosier Hauler Inc. is unable to access the dumpster when Hoosier Hauler Inc. arrives at the Location to empty the dumpster (swap out), remove the dumpster (pick up), and/or unable to deliver the dumpster (delivery) due to no access or the Location not being large enough, Customer shall pay One Hundred Twenty-Five Dollars (\$125.00) for each failed attempt. If Hoosier Hauler Inc. must wait on site, then a fee of \$25.00 will be charged for each 15 minutes required to wait.

Customer shall notify Hoosier Hauler Inc., no later than 9:00 a.m. the business day prior to the scheduled pick-up date listed on the confirmation email and/or invoice, of any condition that may interfere with removal of the dumpster to avoid such charge. Scheduled removal date is the date Hoosier Hauler Inc. may pick-up the dumpster. The Customer may extend the Rental Period, for a fee, by notifying Hoosier Hauler Inc. no later than 9:00 a.m. the business day prior to

the scheduled pick-up date listed on the confirmation email and/or invoice. Extensions requested after this time may not be granted.

During peak periods, Hoosier Hauler Inc. may not be able to pick-up the dumpster on the scheduled pick-up date. In the event this occurs, the customer will not be charged for the rental period beyond the scheduled pick-up date. Hoosier Hauler Inc. may pick up the dumpster on or after the Scheduled Pick-Up Date without prior notice. It is the Customer's responsibility to contact Hoosier Hauler Inc. if any changes occur after scheduled date that may affect the pick-up, including but not limited to inclement weather, vehicles blocking dumpster, and/or acts of God to avoid additional trip fees. Hoosier Hauler Inc. reserves the right to pick-up the dumpster at any time on the scheduled pick-up date or thereafter, with or without notice to Customer regardless of the time-of-day dumpster was delivered. Customer must remove any items attached to dumpster (tarps, straps, locks, etc.) before the pickup date. Hoosier Hauler Inc. has no obligation to remove/return these items to the Customer. If a Swap Out order cannot be completed at the time Hoosier Hauler Inc. arrives to do such, it will then revert to a regular Dumpster Rental and any appropriate fees will be applied to the Customer's account.

Hoosier Hauler Inc. understands that situations may arise, after a delivery is completed, that the Customer may need to request an unscheduled pick-up and/or re-delivery of an (empty) dumpster that has already been paid for. In these situations, if the Customer requests Hoosier Hauler Inc. to pick-up and redeliver at another time, a fee of One Hundred Fifty Dollars (\$150.00) will be assessed plus the cost of delivery, if applicable.

F. Customer acknowledges that the size and weight of the delivery vehicle and/or dumpster, particularly when full, may potentially cause damage to the Location. In no event, shall Hoosier Hauler Inc. its shareholders, officers, directors, employees, agents, and representatives be responsible for any damage or destruction caused by the dumpster, the dumpster's placement, the attempted placement of the dumpster, and/or the attempted removal of the dumpster at the Location including but not limited to damage to persons or property, grass, lawns, shrubbery, curbs, driveways, walks, trees, patios, sprinkler systems and/or objects or equipment at the Location. If the Dumpster is placed on a lawn or other soft surface at the Customer's request, and Hoosier Hauler Inc. is unable to pick up the dumpster due to weather or any other conditions of the lawn or other soft surface, the rental will be extended, at a fee of \$15.00 per day, to the Customer, until such time the Dumpster can be removed.

G. All agreements are contingent upon strikes, accidents, or delay including but not limited to inclement weather, delays in vendors' shipments, and/or acts of God.

H. Customer shall indemnify, release, and hold harmless Hoosier Hauler Inc. its shareholders, officers, directors, employees, agents, and representatives, from and against any, and all claims, damages, suits, liabilities, debts, and obligations, including without limitation attorneys' fees and costs, arising out of or directly or indirectly related to: (a) the placement, filling and/or removal of the dumpster in, on or about the Location; and (b) Customer's violation of any provision set forth in this Agreement.

I. Customer is responsible for carrying broad form casualty and property (both real and personal) insurance and any other necessary insurance covering the Location, and Customer shall be solely responsible for any, and all loss, theft or damage that occurs with respect to the dumpster while it is at the Location. Customer shall not attempt to remove the gates from the dumpster and/or move the dumpster. Removing the gates and/or moving the dumpster will cause damage to Location and/or dumpster. In the event the customer removes the gates and/or moves the dumpster from the delivery Location, customer shall pay Two Hundred Fifty Dollars (\$250.00) plus damage to the dumpster. Customer is responsible for any, and all damages as a result of removing the gates and/or moving dumpster. Customer is also responsible for damage done when loading the dumpster with equipment. In the event damage is done to the dumpster and is unable to be rented, Customer shall pay Twenty-Five Dollars (\$25.00) each day dumpster is out of service, plus the cost of repairs.

J. It is agreed that no transfer, renewal, extension or assignment of this Agreement or any interest herein shall release Customer from any obligation hereunder, and any loss, injury to or destruction of the dumpster and/or the Location shall not entitle the Customer to any return of any payment made hereunder.

K. All rights of Hoosier Hauler Inc in, to and under this Agreement shall pass to and may be exercised by an assignee thereof without notice to or consent of Customer. Customer agrees that, if Hoosier Hauler Inc. makes an assignment of said rights, the liability of Customer to the assignee and the rights and remedies of assignee will be immediate and absolute.

L. Customer represents that Customer is not relying on any warranty or representation of Hoosier Hauler Inc. No modification or additions to this Agreement shall be binding unless in a writing and signed by obligated party. Notices hereunder should be sent to: Hoosier Hauler Inc., P.O. Box 275, Morgantown, IN 46160.

M. In the event, any provision of this Agreement shall be held ineffective, the remainder of this Agreement shall remain in full force and effect.

N. This Agreement shall be binding upon the parties hereto and their successors and assigns.

O. The Customer is responsible to notify Hoosier Hauler Inc. in writing at least twenty-four (24) hours in advance of delivery of the dumpster of any utilities, sprinkler systems, satellite, or cable TV cables around the Location where the dumpster is to be placed. If any of the above-mentioned items are damaged, in the areas described, the Customer shall bear the entire cost of repair and relocation. The same twenty-four (24) notice is required if dumpster must be picked up prior to the scheduled pick-up date. Hoosier Hauler Inc. cannot guarantee any dumpster will be removed by any desired time without giving proper notice first.

P. A payment is delinquent hereunder when the final payment is not received within the rental period set forth as agreed upon by Hoosier Hauler Inc. and Customer. A one and one-half percent (1.5%) per month service charge will be assessed [eighteen percent (18%) per year] on all amounts due Hoosier Hauler that are not paid by the date due. Should Customer fail to permit Hoosier Hauler Inc. to deliver, empty or remove the dumpster as agreed between the parties for any reason whatsoever, Hoosier Hauler Inc. shall be relieved of any obligation hereunder, and the Customer agrees to pay Hoosier Hauler any, and all damages sustained by Hoosier Hauler.

Customer gives Hoosier Hauler Inc. permission to charge the payment method on file for the initial rental fees and any outstanding charges after giving notice to Customer.

Q. In the event a check submitted by Customer is dishonored or otherwise returned to Hoosier Hauler Inc. or Customer stops payment on any check or reverses a credit card charge, Customer shall immediately pay Seventy-Five Dollars (\$75.00) to Hoosier Hauler Inc. in addition to any, and all late fees and other rights and remedies hereunder, at law, in equity or otherwise for each occurrence. Customer agrees that, in the event payment is not made in accordance with this Agreement and the claim is turned over for collection or Customer is otherwise in violation of any provision of this Agreement, the undersigned Customer agrees to pay to Hoosier Hauler Inc. any and all interest (as provided herein), attorneys' fees and court costs incurred by Hoosier Hauler Inc. in connection with enforcement of this Agreement. All rights and remedies of Hoosier Hauler Inc. set forth herein are cumulative and are in addition to all rights and remedies Hoosier Hauler Inc may have at law, in equity or otherwise.

Returned checks or credit card declines with no payment before pick-up date will result in being charged for another rental fee for the size of dumpster and same period of time rented. These charges will be repeated until payment is satisfied.

R. NO WARRANTY: HOOSIER HAULER INC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL HOOSIER HAULER INC BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

S. The undersigned Customer acknowledges receipt of a full executed, true copy of this Agreement immediately after signing. Customer acknowledges that he/she has read and knows the contents thereof, and understands that no other agreement, written, verbal or otherwise, is binding upon the parties thereto, and that this written Agreement contains the entire terms of the Agreement. You have the legal right to cancel your order within 48 hours prior to your scheduled delivery. Cancellations and/or reschedules made on the day of scheduled delivery will be charged a fee of One Hundred dollars (\$100.00) and a fee of Fifty dollars (\$50.00) the day before the scheduled day of delivery. Customers may direct any questions, complaints, or inquiries to:
admin@hoosierhauler.com.

If at any time you have questions, please do not hesitate to contact us.

(Rev 09/2021)