

HOGWASH CLEANING SOLUTIONS

DUMPSTER RENTAL TERMS & CONDITIONS

Effective Date: February 06, 2026

This Agreement is between Hogwash Cleaning Solutions ("Company," "we," "us") and the customer ("Customer," "you") identified in the associated estimate or work order. By accepting an estimate, authorizing payment, or accepting delivery of equipment, you agree to these terms under the laws of the State of New York.

1.PART 1: HOW OUR SERVICE WORKS

1.1 What You're Getting

Your dumpster rental includes:

Temporary use of one debris containment dumpster ("Equipment") for the rental period

Delivery to your specified location

Pickup at the end of the rental period

Disposal of up to 1 ton of acceptable materials

Standard rental period of 3 calendar days

The Equipment remains our property at all times. You're renting the right to use it, not buying or leasing ownership.

1.2 The Rental Period - How We Count Days

Understanding when your rental period starts and ends is important for avoiding extra charges: **When Your Rental Starts:** Morning Delivery (before 12:00 PM/noon): The delivery day counts as Day 1

Example: Delivered Tuesday 10:00 AM → Day 1 is Tuesday, scheduled pickup is Thursday

Afternoon Delivery (after 12:00 PM/noon): The next calendar day counts as Day 1



Example: Delivered Tuesday 2:00 PM → Day 1 is Wednesday, scheduled pickup is Friday

Your Scheduled Pickup:

Your pickup is scheduled for Day 3 at or after 12:00 PM (noon). If you keep the Equipment past 12:00 PM on your scheduled pickup day, additional daily rental fees apply.

Need More Time?

We get it - projects don't always go as planned. Just call us before your pickup day and we'll extend your rental for \$30 per additional day. We'd rather hear from you than show up and find you're not ready.

Ready Early?

If you finish early and want us to pick up before your scheduled day, give us a call. We'll do our best to accommodate you at no extra charge, depending on our schedule.

1.3 What We Need From You

Clear Access:

We need clear, unobstructed access to deliver and pick up the Equipment. This means:

No vehicles blocking the drop-off or pickup location

Adequate clearance for our truck (overhead wires, tree branches, etc.)

Stable ground that can support the weight of the Equipment

If we arrive and cannot complete delivery or pickup due to blocked access or obstacles, we'll call you first to see if the issue can be resolved quickly. If not, a \$125 trip fee applies and we'll reschedule.

Placement Direction:

You tell us exactly where you want the Equipment placed. We'll put it wherever you direct us, but you're responsible for making sure that location works for your property (see Section 2.4 about property protection).

Permits & HOA Approvals:

Some locations require permits for dumpsters on streets or driveways, and some HOAs have rules about waste containers. You're responsible for obtaining any necessary permits or approvals before we deliver.

Valid Payment Method:



You must provide a valid credit or debit card that will remain on file throughout the rental period. Even if you pay the base rental in cash, we need a card on file for any potential overages or additional fees.

1.4 Documentation & Photos

We take photos of the Equipment and its placement at delivery and pickup. These photos protect both of us by documenting:

The condition of your property before and after

What's in the Equipment when we pick it up

The Equipment's condition

This isn't because we don't trust you - it's standard practice that helps resolve any questions that might come up later.

1.5 What Makes a Good Rental Experience

We appreciate customers who:

Communicate clearly about placement and any concerns

Keep the delivery/pickup area accessible

Stay within the weight limit when possible

Don't put prohibited items in the Equipment

Let us know right away if plans change

Great customers get priority scheduling when we're busy, and we remember who's easy to work with when someone needs a favor.



2.PART 2: FEES & IMPORTANT DETAILS

2.1 Base Rental Fee

The base rental fee is \$450, which includes:

3-day rental period Delivery and pickup Disposal of up to 1. ton of acceptable materials

When You Pay: The \$450 is charged when you accept the estimate in our system (or at delivery if you're

paying cash upfront). This is non-refundable once the Equipment is delivered.

2.2 Weight Limits & Overage Charges

The 1.5 Ton Allowance:

Your rental includes disposal of up to 1. ton (2,000 pounds). For reference: A pickup truck bed full of household junk ≈ 1,000-1,500 lbs A 15-yard dumpster full of construction debris can easily be 4+ tons **If You Go Over:** Disposal facilities charge us by weight, and those charges vary. Here's how it works:

1. We take the Equipment to the dump and get a weight ticket 2. If you're over 1. ton, the minimum overage charge is **\$125** (this typically covers up to about 2-2.5 tons depending on the dump)
3. For heavier loads, you're responsible for the actual dump fees we're charged
4. We've seen overage charges as high as \$250+ for very heavy loads (like dumpsters full of concrete or dirt)

You'll Know Before We Charge:

We'll text or email you the weight ticket and let you know the overage amount before we charge your card. This usually happens the same day we dump.

How to Avoid Overages:

Don't fill the dumpster above the top edge



Avoid extremely heavy materials like concrete, dirt, or stone (these add up fast)

If you're unsure, call us and we can help you estimate

2.3 Extension & Late Fees

Extension Fee: \$30 per day after your scheduled pickup date

How It Works:

If you keep the Equipment past 12:00 PM (noon) on your scheduled pickup day, each additional day costs \$30. This applies whether you called to extend or just kept it longer.

Maximum Rental Period:

The maximum rental is 7 days from your Day 1. If you need it longer than a week, talk to us about options.

2.4 Access Issues & Trip Fees

\$125 Trip Fee applies when:

We arrive for delivery and cannot access the location due to blocked access, vehicles, or obstacles

We arrive for scheduled pickup and cannot access the Equipment for the same reasons

The Equipment is overfilled to the point we cannot safely transport it

We'll Call First:

Before charging a trip fee, we'll call you to see if the issue can be resolved quickly (like asking you to move a car). If you can clear the access within a reasonable time, we'll wait or come back later that day at no charge.

If We Have to Reschedule:

The \$125 trip fee covers our fuel, time, and the opportunity cost of that time slot. We'll reschedule the delivery or pickup, but the fee still applies.

2.5 Prohibited Materials & Special Handling Fees

You Cannot Put These Items in the Dumpster:

Mattresses or box springs

Appliances containing freon (refrigerators, freezers, AC units, dehumidifiers)

Electronics (TVs, computers, monitors, printers)

Tires (any size)



Propane tanks or compressed gas cylinders

Batteries (car batteries, household batteries)

Hazardous materials (paint, chemicals, solvents, motor oil, antifreeze)

Asbestos or asbestos-containing materials

Medical waste or biohazards

Why These Are Prohibited:

Disposal facilities charge significant extra fees for these items - or reject loads containing them entirely. We're not trying to be difficult; these are industry-wide restrictions based on environmental and safety regulations.

If Prohibited Items End Up in Your Dumpster:

The disposal costs get passed to you:

Mattresses/box springs: \$25-50 per item + handling

Appliances with freon: \$35-75 per item + handling

Electronics: \$25-85 per item + handling

Tires: \$10-25 per tire + handling

Propane tanks: \$25-35 each + handling

Hazardous materials: Varies significantly - may result in complete load rejection

Our handling fee for dealing with prohibited items is \$50-100 depending on what's involved.

If the Dump Rejects the Load:

If your load is rejected due to prohibited materials, we'll contact you immediately to discuss options. You'll be responsible for:

The rejected load fee (typically \$100-250)

Our time and fuel to bring it back

Removal and proper disposal of the prohibited items

A second trip to the dump

This can get expensive fast, so please don't put prohibited items in the dumpster.



2.6 Property Damage & Surface Protection

We Protect Your Surfaces:

We place woodblocks under the Equipment to distribute weight and protect your driveway, asphalt, or pavement.

But You're Directing Placement:

You tell us where to put the Equipment. We'll place it exactly where you ask, but we can't predict:

Subsurface issues (weak ground, underground utilities, septic systems)

How your specific surface will react to weight over several days

Weather-related ground shifts or settling

Your Assumption of Risk:

Heavy equipment inherently carries some risk to surfaces. By accepting delivery, you acknowledge that risk and agree you're responsible for any surface damage, including to driveways, lawns, pavers, or landscaping.

We're Not Liable For:

Surface cracks, indentations, or tire marks

Damage from ground settling or weather

Damage to underground utilities or systems you didn't warn us about

You Should Tell Us About:

Septic systems or drain fields

Underground sprinkler lines

Freshly paved or sealed surfaces

Known weak spots in your driveway

2.7 Damage to Equipment

Normal Wear Is Expected:

The equipment is industrial grade and built for tough use. Small scratches, scuffs, and normal wear don't concern us.

But Damage Beyond Normal Use:



If the Equipment is damaged beyond reasonable use - like large dents, bent doors, broken hinges, or structural damage - you're responsible for repair costs at actual cost to repair or replace.

How to Avoid Equipment Damage:

- Don't hit it with vehicles or heavy machinery
- Don't drop extremely heavy items from height
- Don't use it as a ladder or workspace

2.8 Payment Authorization & Billing

Card on File:

You authorize us to charge the credit or debit card on file for: The base rental fee (\$450)

Weight overages Extension fees Trip fees Prohibited item fees Equipment damage

charges Any other fees incurred under this Agreement **When We Charge:** Base rental:

When you accept the estimate (or at delivery) Overages & additional fees: After we

receive weight tickets or invoices, typically same-day or next business day

You'll receive notification before we process charges for overages

Declined/Returned Payments:

If your card is declined or a payment is returned, a \$35 processing fee applies in addition to the original charge. You remain responsible for all amounts owed.



3.PART 3: LEGAL TERMS & CONDITIONS

3.1 Ownership & License

This Agreement creates a limited license for temporary use of the Equipment. No bailment, lease, storage, custodial, or safekeeping relationship is created. The Company retains exclusive title and ownership of the Equipment at all times. Customer has no ownership rights or interest in the Equipment.

3.2 Customer Responsibility for Contents

Customer is strictly responsible for all contents of the Equipment from delivery through pickup, including materials placed in the Equipment by third parties, neighbors, or unknown persons. Customer acknowledges that the Company has no practical means of monitoring or controlling what enters the Equipment between delivery and pickup.

Customer warrants that the Equipment will not contain prohibited materials as defined in Section 2.5. Customer is liable for all disposal fees, special handling charges, fines, penalties, or costs incurred by the Company resulting from prohibited materials in the Equipment, regardless of who placed them there.

3.3 Indemnification

Customer agrees to indemnify, defend, and hold harmless Hogwash Cleaning Solutions, its owners, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: Customer's use of the Equipment Contents placed in the Equipment by any party Property damage resulting from Equipment placement Violations of environmental, health, or safety regulations due to Equipment contents Third-party claims related to the Equipment while under Customer's control

3.4 Right to Refuse or Terminate Service

The Company reserves the absolute right to refuse service, suspend service, or terminate this Agreement at any time to comply with:

Safety protocols or concerns

Environmental regulations

Operational requirements



Customer violations of this Agreement

If service is terminated due to Customer violation or prohibited conduct, no refund of the base rental fee is provided.

3.5 Load Rejection & Special Circumstances

If a disposal facility rejects Customer's load or charges additional fees due to load contents, Customer is responsible for:

All rejection fees assessed by the facility (typically \$100-250 minimum)

Company's costs to return the load, including fuel, labor, and equipment time

Proper disposal costs through alternative means

All administrative and handling fees

Customer acknowledges these costs can significantly exceed the base rental fee and agrees to pay such amounts in full upon invoice.

3.6 Collection & Lien Rights

For Commercial Customers:

Customer acknowledges the Company's right to file and enforce a mechanic's lien against the real property where services were provided in accordance with New York Lien Law Article 2, to secure payment for services rendered.

Collection Costs:

If Customer fails to pay amounts due, Customer is responsible for all collection costs, including:

Interest at the maximum rate permitted by New York law

Collection agency fees

Reasonable attorneys' fees and court costs

Any other costs of collection

3.7 Equipment Recovery & Conversion

If Customer prevents, obstructs, or refuses to allow the Company to recover the Equipment within fifteen (15) business days of the scheduled pickup date due to non-payment, obstruction, or refusal of access, such action constitutes unlawful conversion of Company property.

In the event of conversion, Customer shall be liable for:

Full replacement value of the Equipment



Loss-of-use damages for the period the Equipment was withheld

All costs of recovery, including legal fees

3.8 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE BASE RENTAL FEE PAID BY CUSTOMER. THE COMPANY IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR USE OF THE EQUIPMENT.

This limitation does not apply to Customer's obligations to pay for services rendered or to Customer's indemnification obligations under Section 3.3.

3.9 Governing Law, Venue & Dispute Resolution

This Agreement is governed by the laws of the State of New York without regard to conflicts of law principles. Any dispute arising from this Agreement shall be resolved exclusively in the courts of New York State having jurisdiction over the location where services were provided.

Customer waives any objection to venue or inconvenient forum.

3.10 Severability

If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be made enforceable, it shall be severed from this Agreement. All remaining provisions shall remain in full force and effect.

3.11 Entire Agreement & Modifications

This Agreement, together with the associated estimate or work order, constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. No modification of this Agreement is valid unless made in writing and signed by an authorized representative of the Company.

3.12 Waiver

The Company's failure to enforce any provision of this Agreement does not constitute a waiver of that provision or the Company's right to enforce it in the future. Any waiver must be in writing and signed by an authorized Company representative.

3.13 Assignment

Customer may not assign or transfer this Agreement or any rights hereunder without the Company's prior written consent. The Company may assign this Agreement at any time without notice.



3.14 Acknowledgment

By accepting this Agreement, Customer acknowledges that:

Customer has read and understands all terms and conditions

Customer has had the opportunity to ask questions and seek clarification

Customer agrees to be bound by all provisions of this Agreement

Customer authorizes all payments described herein

CUSTOMER ACCEPTANCE

By approving the associated estimate, providing payment authorization, or accepting delivery of Equipment, Customer agrees to be bound by these Terms & Conditions.

Hogwash Cleaning Solutions

136 Broadway, Whitehall, NY 12887

office@hogwashcleaners.com

