

Unhitched Dumpster Rental Service Agreement

Notice About Dispute Resolution: These Terms & Conditions contain provisions on binding arbitration of disputes on an individual which will be binding on you unless you opt out as described in Section 8 below. Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. SERVICES RENDERED; WASTE MATERIALS.

Customer grants to UNHITCHED DUMPSTER RENTAL the exclusive right, and UNHITCHED DUMPSTER RENTAL through itself and its affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's service address. Customer agrees that the Waste Materials collected under these terms and conditions shall not include any Excluded Materials. "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, recyclables, generated by Customer or at Customer's service address. Waste Materials shall not include any Excluded Materials. "Excluded Materials" means (a) radioactive, (b) corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, toxic, regulated medical or hazardous waste, substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations; (c) any materials containing information protected by federal, state or local privacy and security laws or regulations; (d) any materials that, due to its physical or chemical characteristics, requires more stringent environmental protection, handling, documentation or other management than normal municipal solid waste; and (e) any other waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to UNHITCHED DUMPSTER RENTAL upon UNHITCHED DUMPSTER RENTAL's receipt or collection unless otherwise provided in these terms and conditions or applicable law.

2. EQUIPMENT.

Any dumpster(s) or bin(s) ("Equipment") UNHITCHED DUMPSTER RENTAL furnishes to Customer shall remain UNHITCHED DUMPSTER RENTAL's property. While the Equipment is in Customer's possession, Customer is liable for all loss or damage to the Equipment, except for normal wear and tear. Customers shall provide safe, unobstructed access to the Equipment on pick-up day.

3. INVOICES; PAYMENT TERMS.

Customer must pay in advance by UNHITCHED DUMPSTER RENTAL on a per dumpster basis. The invoices represent UNHITCHED DUMPSTER RENTAL's offer to provide such Services for the specified rental period. By accepting Service, Customer agrees to all terms & conditions. Customer agrees to pay UNHITCHED DUMPSTER RENTAL the invoiced amount ("Charges") **prior** to delivery. Invoices will be sent via email and can be paid electronically. If full payment of the Charges is not received by UNHITCHED DUMPSTER RENTAL within thirty (30) days from the date of the invoice, Customer will be assessed a late fee as specified on the invoice, which shall be for the maximum monthly late charge allowed under applicable law on all past due amounts accruing from the date of the invoice, with a minimum late fee of \$100. Customer acknowledges that such late fee is not to be considered as interest or debt on a finance charge, but rather is a reasonable charge for the anticipated loss and cost to UNHITCHED DUMPSTER RENTAL for the late payment. Additionally, if Customer fails to timely pay an invoice, UNHITCHED DUMPSTER RENTAL may terminate or suspend services until full payment is received. If Customer's service is suspended for non-payment, Customer may be charged a resume fee to restart service. If Services are suspended or terminated by UNHITCHED DUMPSTER RENTAL due to Customer's breach of these terms or if Customer terminates the Services, Customer understands and agrees that UNHITCHED DUMPSTER RENTAL will not refund, or pro-rate or return any amounts previously paid by Customer to UNHITCHED DUMPSTER RENTAL. See next section for further information on additional charges.

4. CHARGES & ADDITIONAL SERVICES.

In addition to the Charges, UNHITCHED DUMPSTER RENTAL also reserves the right to charge Customer additional Charges for additional services provided by UNHITCHED DUMPSTER RENTAL to Customer, whether requested or incurred by Customer, including, but not limited to, **account resume or reactivation services; extra pickups or trip charges; container overages, overflows and damages** (see www.uhitcheddumpster.com/faqs for a list of "Additional Services", which may be updated from time to time, all at such posted prices or rates that UNHITCHED DUMPSTER RENTAL is charging its customers in the service area at such time). Customers are advised to request the current charge amounts for any additional services at the time of ordering, and to call the number listed on their invoice for further details on any Charges. An Energy Surcharge applies to all other Charges, including delivery and/or removal charges, whether or not listed in these terms. . State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. UNHITCHED DUMPSTER RENTAL may also adjust the Charges to cover any increases in disposal, processing and/or transportation costs and to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters

5. INDEMNITY.

UNHITCHED DUMPSTER RENTAL agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which UNHITCHED DUMPSTER RENTAL may be responsible for or pay out as a result of bodily

injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of UNHITCHED DUMPSTER RENTAL or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by UNHITCHED DUMPSTER RENTAL or its affiliated companies, provided that UNHITCHED DUMPSTER RENTAL's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save UNHITCHED DUMPSTER RENTAL, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which UNHITCHED DUMPSTER RENTAL may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of these terms and conditions or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any Equipment furnished by UNHITCHED DUMPSTER RENTAL. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of these terms and conditions.

6. MISCELLANEOUS.

(a) UNHITCHED DUMPSTER RENTAL shall not be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and UNHITCHED DUMPSTER RENTAL shall be excused from performance during the occurrence of such events. (b) These terms and conditions shall be construed in accordance with the law of the state in which the Services are provided. (c) Different terms and conditions may apply to residential dumpster customers covered by municipal franchise, homeowner's association or individual customer agreements. (d) In the event UNHITCHED DUMPSTER RENTAL successfully enforces its rights against Customer hereunder, Customer shall be required to pay UNHITCHED DUMPSTER RENTAL's attorneys' fees and court costs. (e) Customer understands and agrees that by providing Customer's phone number(s), email, and home address in connection with these terms, Customer authorizes UNHITCHED DUMPSTER RENTAL and its agents to contact Customer regarding this account with an artificial or prerecorded message or using auto-dialing equipment at the provided phone number(s), including cell phone numbers if provided, or email, and home address.

7. RECYCLING SERVICES.

All Recyclable Materials must be clean, dry, un-shredded, empty, loose and un-bagged. (a)(i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is

unacceptable. Glass may not be accepted at all locations. UNHITCHED DUMPSTER RENTAL reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost; (b) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Nonconforming Waste, Hazardous Waste, Special Waste or other materials that are deleterious or capable of causing material damage to any part of UNHITCHED DUMPSTER RENTAL's property, its personnel or the public or materially impair the strength or the durability of UNHITCHED DUMPSTER RENTALs structures or equipment. (c) UNHITCHED DUMPSTER RENTAL may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay UNHITCHED DUMPSTER RENTAL for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for UNHITCHED DUMPSTER RENTAL's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Hazardous Waste, Special Waste, Nonconforming Waste, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

8. LEGAL DISPUTES; ARBITRATION AGREEMENT; RIGHT TO OPT OUT.

Please Read This Section Carefully - It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court.

A. Initial Dispute Resolution We are available by email unhitcheddumpster@gmail.com. or go to UNHITCHED DUMPSTER RENTAL to find the appropriate contact information to help address any concerns you may have regarding the Services. Most concerns may be quickly resolved in this manner. UNHITCHED DUMPSTER RENTAL and Customer agree to use best efforts to settle any disputes, disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

B. Agreement to Binding Arbitration. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 8(A) above, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms and Conditions (including their formation, performance and breach), the parties' relationship with each other and/or UNHITCHED DUMPSTER RENTAL's provision of the Services shall be finally settled by binding individual arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class arbitration. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the

interpretation, applicability, enforceability or formation of these Terms and Conditions, including, but not limited to, any claim that all or any part of these Terms and Conditions is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms and Conditions shall be subject to the Federal Arbitration Act. The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>. If Customer initiates arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), UNHITCHED DUMPSTER RENTAL will pay the additional cost. If UNHITCHED DUMPSTER RENTAL is required to pay the additional cost of the filing fees, Customer should submit a request for payment of fees to JAMS along with Customer's form for initiating the arbitration, and UNHITCHED DUMPSTER RENTAL will make arrangements to pay all necessary fees directly to JAMS. UNHITCHED DUMPSTER RENTAL will also be responsible for paying all other arbitration costs arising in connection with the arbitration. Customer will not be required to pay fees and costs incurred by UNHITCHED DUMPSTER RENTAL if Customer does not prevail in arbitration. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

C. Class Action and Class Arbitration Waiver. Customer and UNHITCHED DUMPSTER RENTAL each further agree that any arbitration shall be conducted in their respective individual capacities only and not as a class action or other representative action, and Customer and UNHITCHED DUMPSTER RENTAL each expressly waive their rights to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 8(B) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes

D. Exception - Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

E. 30 Day Right to Opt Out. Customer has the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 8(B), 8(C), and 8(D) by sending written notice of Customer's decision to opt-out to the following email: arbitrationoptout@UNHITCHED DUMPSTER RENTAL.com. The notice must be sent within thirty (30) days of enrolling for the Services, otherwise Customer will be bound to arbitrate disputes in accordance with the terms of those sections. If Customer opts out of these arbitration provisions, UNHITCHED DUMPSTER RENTAL also will not be bound by them.

F. Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in Section 8(B) do not apply, the parties agree that any litigation between them shall be filed

exclusively in state or federal courts located in Genoa City or closest to said City (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Genoa City or closest to said City for any applicable litigation other than small claims court actions.