

# THE BOROUGH OF FAIRCHANCE

125 W CHURCH STREET  
FAIRCHANCE, PA 15436  
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Neal Christopher, President  
Jeremy Campbell, Vice President  
Thomas Tanner, Mayor

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Angelica Carr, Executive Secretary  
Doug Sholtis, Solicitor  
K2 Engineering Inc., Engineer  
Thomas A. Kapalko, Tax Collector

Charles Grimm, Council Member  
Marcia Grimm, Council Member  
Milton Hickle, Council Member  
Jeffrey Kopas Jr., Council Member  
Howard McGhee, Council Member

## Dumpster Rental Contract

### Terms & Conditions:

I, \_\_\_\_\_ agree to the following terms and conditions for rental of described services.  
(Customer requesting service)

### Pricing & Payments:

1. Customer agrees to pay \$ 100.00 (base fee) for the 6 yd. container which includes up to 1 ton of materials as well as any overages incurred due to overloading or additional days requested by the Customer. The containers include up to 1 ton, however due to strict weight limitations and associated dump fees any additional materials will be billed at \$55.00 per ton above 1 ton.
2. Customer is responsible for any additional fees assessed by the landfill for certain items such as tires, appliances, etc.
3. The container rental includes use for up to 10 days. If the container is kept longer than 10 days, there will be an additional fee of \$5.00 a day.
4. Payment for all base fees as well as any known additional rental time will be due upon delivery of the container. Any additional fees due to overweight or other fees not paid upon delivery are due within 14 days of container pick up.
5. Any unpaid balance after 14 days will start to accrue 15% interest from the date of container pick up until paid in full. There will be a minimum of a \$25 late fee.
6. If paying by check and the check is returned for insufficient funds from the banking institution the Customer is responsible for any returned check fees.

### Dumpster Use:

1. While refuse dumpsters are in your possession, you will NOT place or allow to be placed into the dumpster:
  - Substances hazardous to health such toxic or corrosive materials or liquids.
  - Liquids of any kind weather contained or not.
  - Cans, drums or other container of any kind unless emptied and crushed and incapable of carrying any liquid.
  - Medical waste or animal carcasses of any kind.
  - Any material not listed above however considered unsuitable for containment e.g. malodorous waste: asbestos, paint, tires, gas bottle, fluorescent tubes, light bulbs, vehicle batteries, household appliances such as but not limited to refrigerators, conventional ovens, microwave ovens, washer, dryer,
  - Extremely heavy material such as rock, dirt, or concrete. Please let us know and we can help you dispose of such heavy items in a more efficient manner.
2. All refuse shall remain within the confines of the dumpster and shall not exceed the top or sides. Every attempt shall be taken to equally disperse the weight of the refuse within the dumpster.

3. Customer shall be liable for any loss or damage to rented equipment in excess of reasonable wear and tear.

**Access and Ground Conditions:**

1. The Customer will be responsible for the provision of free and suitable access to and from the delivery site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for delivery, placement and removal of the dumpster. No responsibility will be accepted for the damage to any surface and you should therefore take steps to protect surfaces (e.g. paving slabs, soft ground) before delivery.

2. Should the container cause damage to concrete or asphalt during loading or unloading. Fairchance Borough is only responsible if this is due to our negligence. We have specifically identified that heavy containers may cause damage and that the placement of these heavy containers may cause damage.

3. Should the Customer fail to return the container, Fairchance Borough maintains the right to enter upon the premises where the container may be without notice and take possession of and remove it at the Customer's expense all without legal process, the Customer hereby waiving any claims for damages from any such entry or removal.

I, \_\_\_\_\_ agree to all of the above Terms and Conditions.  
(Printed name)

Customers Signature \_\_\_\_\_

Date: \_\_\_\_\_

Company Representative \_\_\_\_\_

Date: \_\_\_\_\_

Paid by

Cash

Check

Check # \_\_\_\_\_

Approved by