

**JNB DUMPSTER RENTAL SERVICE
AGREEMENT
(Non-Hazardous Waste)**

This Dumpster Rental Service Agreement, together with the invoice included with such Agreement and the items and conditions attached hereto (collectively, this “**Agreement**”), by and between the Contractor located at the address listed in such invoice, and the Customer listed under the Bill To line item in such invoice, whose principal address is listed in the invoice included with this Agreement, is made effective as of the Rental Date above (the “**Effective Date**”).

Customer hereby agrees to the Summary of Work and the Line Items described in such invoice and the following:

Prohibited Waste
<ul style="list-style-type: none">● Hazardous Materials including chemicals, flammables, toxic substances, asbestos<ul style="list-style-type: none">○ Examples include adhesives, household cleaners, pesticides, solvents, fuels, oils, propane tanks, any highly combustible liquid and aerosols, wet paints, lacquers, wood stains, contaminated soil● Automotive Items including tires, car batteries, motor oils● Batteries of any kind <i>these items should be separated and recycled at designated drop-off locations</i>● Medical/Biohazardous Waste<ul style="list-style-type: none">○ Examples include syringes, needles and anything contaminated with bodily fluids● Appliances● Concrete/Asphalt● Hot Water Tanks

WAYS TO INCUR ADDITIONAL FEES
<ul style="list-style-type: none">● Prohibited Waste Fee will apply for each item of Prohibited Waste deposited in the equipment.● Overweight Fee will apply if the dumpster contents weigh more than the weight allowance.● Extra Day Fee will apply for each day that the dumpster rental exceeds the last date included in the Rental Date.● Dry Run Trip Charge will apply if the dumpster is unable to be delivered or picked up, including weather related issues, blocked, overfilled, or turned away from the dumpster.● Cancellation Fee will apply if the order is cancelled after ordering.● If an order is cancelled on the same day as scheduled delivery, a Dry Run Trip Charge will apply.● Relocation Fee will apply if the dumpster requires relocation and placement instructions were followed.

This transaction made between Contractor and Customer is expressly limited to and made conditional upon Customer’s assent to and acceptance of this Agreement, including the terms and conditions attached hereto, and as set forth in any related rental document, including, but not limited to any quotation, proposal, acknowledgement, and/or invoice (“**Rental Documents**”). The Rental Documents constitute the entire agreement between Contractor and Customer. Any of Customer’s terms contained in any request for quotation, purchase order, release, acknowledgement, or any other Customer document which are in addition to or different from the terms contained herein are hereby specifically objected to, reflected and excluded, and shall be of no force or effect.

TERMS AND CONDITIONS

ARTICLE 1. Services Rendered. Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE 2. Term; Termination. The initial term ("**Initial Term**") of this Agreement shall be through the last date included in the Rental Date, except for Articles 4, 5, 7 - 11, 13 and 15 - 20 which shall expressly survive the expiration or termination of this Agreement. After the initial term of this Agreement, this Agreement shall automatically renew for the shorter of (a) successive one-month terms or (b) the date that Customer and Contractor mutually agree to be the termination of this Agreement (each a "**Renewal Term**," and together with the Initial Term, the "**Term**") thereafter.

ARTICLE 3. Waste Materials. The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste generated or collected by Customer at the location specified on the first page of this Agreement (the "**Waste Materials**"); *provided, however*, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any Prohibited Waste (as defined above), radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste or material as defined by applicable federal, state or local laws or regulations, any other items, materials and substances that are prohibited from being stored by Contractor or disposed of by Contractor under applicable federal, state or local laws or regulations and any other items, materials and substances that Contractor lists on its website that it does not agree to store or dispose of for any customers ("**Excluded Waste**"). Customer agrees that it is solely and exclusively responsible for complying with all applicable federal, state or local laws and regulations related to Waste Materials and Excluded Waste.

ARTICLE 4. Title. Title to and liability for any Excluded Waste shall remain with the Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorney's fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

ARTICLE 5. Payments. Customer agrees to pay Contractor for the services and/or equipment furnished by Contractor in accordance with the charges and rates provided for in the Rental Documents. Failure of Customer or Contractor to sign an invoice or otherwise acknowledge receipt of service in writing shall not be grounds for non-payment for services provided by Contractor under the terms of this Agreement. Payment shall be made by Customer to Contractor as of the Due Date as set forth in the invoice included with this Agreement. Contractor may impose and Customer agrees to pay a late charge as determined by Contractor for all past due payments, and interest on all past due payment at the lesser of either (a) the rate of [one and one-half percent (1.5%)] per month or (b) the maximum rate allowed by applicable law.

ARTICLE 6. Service Changes and Amendments. Changes to the type, size and amount of equipment, the frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practice and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new services address is located within Contractor's service area. Should Customer change its services address to a location outside Contractor's service area, either party may cancel the Agreement upon thirty days' written notice to the other party. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

ARTICLE 7. Responsibility for Equipment. Any equipment furnished hereunder by Contractor shall remain the property of Contractor, however, Customer acknowledges that it has care, custody, and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend, and hold harmless Contractor, its employees, and agents against all claims, damages, suits, penalties, fines, liabilities, and costs (including reasonable attorney's fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day, including removal of ice and snow. If the equipment is inaccessible so that the regularly schedule pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access, however, Contractor reserves the right to charge additional fee(s) for inaccessibility, delay and/or any additional collection service required by Customer's failure to provide such access. In Contractor's sole discretion and expense, Contractor reserves the right to substitute equipment with equipment that is larger than provided for in the Rental Documents. The word "equipment" as used in this Agreement shall mean all containers provided by Contractor for the storage of Waste Materials, and other devices as specified in the invoice included with this Agreement.

ARTICLE 8. Damage to Pavement/Obstructions. Customer warrants that Customer's pavement, curbing and other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment that are reasonably required to perform such services. Customer warrants that overhead wires, structures, signs, banners, vegetation and all other potential obstructions are at adequate and safe height to allow clear access for and to Contractor's equipment. Contractor will not be responsible for damage to any such pavement, curbing, driving surface, right of way, wires, signs, banners, vegetation, structures, or obstructions and Customer agrees to assume all liabilities for any such damages, which results from the weight or height of Contractor's equipment providing service at Customer's location.

ARTICLE 9. Cancellation Fees. If Customer defaults or attempts to cancel Contractor's services to this Agreement prior to termination of this Agreement, Customer shall pay all past due sums, the Cancellation Fee, the Dry Run Fee (if applicable), and the amounts owed for the remainder of the Initial Term and/or Renewal Term of this Agreement.

ARTICLE 10. Attorney's Fees. If Customer defaults or otherwise breaches this Agreement, Customer shall pay, to the extent permitted by law, all of Contractor's reasonable attorney's fees and costs Contractor incurs to enforce its rights against Customer for cancellation of this Agreement.

ARTICLE 11. All Other Fees. Customer agrees that, in accordance with the stipulations of this Agreement, it shall be responsible for and will ensure the full payment of all additional fees payable under this Agreement. This obligation includes, but is not limited to, the fees enumerated in the first and second pages of this Agreement.

ARTICLE 12. Breach, Suspension and Termination for Cause. If either party is in breach of this Agreement during the Term, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

ARTICLE 13. Indemnification. Customer agrees to indemnify, defend and hold harmless Contractor, including its officers, directors, members, employees, agents, affiliates, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, fines, penalties, charges, expenses, costs or other liabilities of whatsoever kind of nature (collectively, "Losses") asserted or alleged by any third-party arising from or related to: (a) Customer's failure to obtain and/or maintain any required Permit; (b) Customer's use or storage of Excluded Waste in the equipment; (c) loss or theft of the equipment; (d) damage and/or destruction of the equipment during the applicable rental term; (e) personal injury and/or property damage relating to Customer's use and/or possession of the equipment; (f) physical damage to streets, roadways and/or driveways caused by the equipment; and (g) Customer's breach of the Rental Documents.

ARTICLE 14. Permits. Customer acknowledges that certain locations and/or uses of the equipment may require a permit, license, certification or other local, municipal, city, county and/or state approval relating to the possession, placement, storage and/or transportation of the equipment (collectively referred to hereinafter as a "Permit"). Customer represents and warrants to Contractor that Customer (and not Contractor) is solely responsible for obtaining and maintaining all necessary and required Permits relating to Customer's possession and use of the equipment.

ARTICLE 15. Waiver; Limitation of Liability and Disclaimer of Warranties. EXCEPT IN THE EVENT OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CONTRACTOR, CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AND LOSSES AGAINST CONTRACTOR RELATING TO OR ARISING FROM CUSTOMER'S RENTAL OF THE EQUIPMENT FROM CONTRACTOR AND/OR CONTRACTOR'S PERFORMANCE UNDER THE RENTAL DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO CUSTOMER'S PROPERTY, PAVEMENT, CURBING DRIVEWAYS, WALKWAYS, LANDSCAPING AND/OR LAWN RELATED TO OR ARISING FROM THE STORAGE OF THE EQUIPMENT IN OR ON CUSTOMER'S PROPERTY. THE RENTAL EQUIPMENT SHALL BE PROVIDED ON AN "AS-IS" BASIS, AND CONTRACTOR MAKES NO WARRANTIES TO CUSTOMER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR THAT THE EQUIPMENT WILL MEET YOUR REQUIREMENTS.

ARTICLE 16. Assignment. Customers shall not assign this Agreement without the prior written consent of the Contractor. Contractor may assign this Agreement to successors or assigns, including any successor by merger, consolidation, reorganization or an entity that acquires all or substantially all of the assets of Contractor or who acquires a majority of the Contractor's equity securities or voting interest or all or substantially all of Contractor's business.

ARTICLE 17. Excused Performance. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or for delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

ARTICLE 18. Binding Effect. This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors, and permitted assigns in accordance with the terms and conditions set out herein.

ARTICLE 19. Venue; Waiver of Jury Trial. Customer agrees that venue in any action to enforce or interpret the provisions of this Agreement shall be proper in the County in which the Customer's service address listed on the first page of this Agreement is located or in the County in which the Contractor's principal office is listed on the first page of this Agreement, as determined in the sole discretion of the Contractor. CUSTOMER AND CONTRACTOR HEREBY BOTH AGREE TO WAIVE THE RIGHT TO A JURY TRIAL.

ARTICLE 20. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Contractor's principal office listed on the first page of the invoice is situated, without regard to conflicts of law provisions. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by way of written instrument signed by both parties.