

KANSAS CITY DUMPSTER RENTALS & HAULING LLC

PO Box 129 • Harrisonville, MO 64701
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RENTAL TERMS & CONDITIONS

1. RENTAL STRUCTURE

Dumpster rentals are provided based on the specific rental package selected by the customer at the time of booking. Each rental package includes a designated rental period, included disposal weight allowance, and applicable pricing structure. Any additional weight, extended rental time, prohibited item fees, distance fees, re-dispatch fees, or other applicable overage charges will be charged to the payment method on file according to the terms outlined in this agreement.

2. PAYMENT TERMS

Full payment of the guaranteed base rental amount is required prior to dumpster delivery.

At the time of booking, Kansas City Dumpster Rentals & Hauling LLC will place a \$600 authorization hold on the customer's payment method to cover potential overage charges, extended rental fees, distance charges, prohibited item disposal fees, or damages if applicable. This authorization hold is not an additional charge and any unused portion will be released within 3 business days after final disposal weights and charges are confirmed.

Accepted payment methods include:

- Credit/Debit Cards (4% credit card convenience fee applies)
- Zelle (kcdumpster-rentals-hauling)

All overage charges are due immediately upon pickup and prior to removal of the dumpster from the property.

3. INCLUDED WEIGHT & OVERAGE FEES

Each dumpster rental includes a specified disposal weight allowance based on the package selected at booking.

Any weight exceeding the included allowance will be billed at:

- \$125.00 per ton
- Rounded up to the nearest whole ton

Final disposal weight is determined solely by certified landfill or disposal facility scale tickets. Scale tickets are final, binding, and non-negotiable. Kansas City Dumpster Rentals & Hauling LLC does not control, adjust, or override certified scale weights. Copies of scale tickets are available upon request. Customer disputes regarding disposal weight must be directed to the disposal facility directly.

Customers may pre-purchase additional weight prior to delivery at a discounted rate of:

- \$100.00 per ton (non-refundable)
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4. RENTAL PERIOD & EXTENSIONS

Standard rental periods are based on the package selected at booking unless otherwise agreed to in writing.

Extended rental time must be approved in advance and may be billed at:

- \$40.00 per additional day

Unauthorized extended rental periods may result in additional charges.

5. DELIVERY & PICKUP

Customer is responsible for selecting an appropriate and accessible placement location for the dumpster.

Customer must ensure:

- Adequate overhead clearance
- Safe surface conditions
- Clear access for delivery and pickup

If the dumpster is inaccessible or blocked at pickup, a minimum \$150 re-dispatch fee may apply.

A distance delivery fee of \$2.50 per mile round trip will be assessed for locations more than 25 miles from Harrisonville, Missouri 64701.

SCHEDULED PICKUPS: All pickups are scheduled during normal business hours. After-hours, emergency, or same-day pickup requests are subject to availability and may incur an expedited service fee at the sole discretion of Kansas City Dumpster Rentals & Hauling LLC. Kansas City Dumpster Rentals & Hauling LLC makes no guarantee of availability outside of normal business hours.

6. PROPERTY DAMAGE DISCLAIMER

Kansas City Dumpster Rentals & Hauling LLC assumes no liability for damage to:

- Driveways
- Concrete
- Asphalt
- Gravel
- Landscaping
- Irrigation systems
- Underground utilities
- Fencing
- Pavement
- Pavers

- Property surfaces or structures of any kind

By selecting the dumpster placement location, the customer accepts all responsibility and liability for any resulting property damage.

DUMPSTER BOARDS: Customer may request dumpster boards at time of booking for an additional fee of \$50.00. Dumpster boards are placed beneath the container to distribute weight and reduce the risk of surface damage. Declining dumpster boards constitutes customer's written acknowledgment and full acceptance of all surface and property damage risk arising from dumpster placement.

7. PROHIBITED ITEMS

The following items are strictly prohibited:

- Hazardous waste
- Paints, chemicals, oils, or solvents
- Batteries
- Tires
- Refrigerated appliances
- Electronics
- Propane tanks or explosives
- Medical waste
- Railroad ties
- Chemically treated lumber
- Concrete
- Dirt
- Rock
- Sand
- Asphalt
- Brick
- Heavy masonry materials

The customer is financially responsible for any contamination fees, disposal surcharges, fines, or remediation costs associated with prohibited materials.

HEAVY DEBRIS EXCEPTION: The prohibited items listed above apply to all standard rental packages. Exceptions for heavy debris materials including concrete, dirt, rock, sand, asphalt, brick, or masonry are not available through standard online or phone booking. Any request for a heavy debris rental must be made directly to Kansas City Dumpster Rentals & Hauling LLC by speaking with the owner prior to booking. Heavy debris rentals, where approved, are governed by a separate written agreement executed at the sole discretion of Kansas City Dumpster Rentals & Hauling LLC. No heavy debris exception is valid unless confirmed in writing by the owner.

8. OVERFILLING POLICY

Dumpsters may not be loaded above the top rail.

Overfilled dumpsters cannot be legally transported and may require unloading at the customer's expense prior to pickup.

A minimum re-dispatch fee of \$150 may apply.

9. CUSTOMER RESPONSIBILITIES

Customer is solely responsible for:

- Obtaining any required permits or HOA approvals
- Securing the dumpster contents during the rental period
- Preventing unauthorized dumping
- Ensuring prohibited items are not placed into the container

Customer may not relocate the dumpster without written authorization from Kansas City Dumpster Rentals & Hauling LLC.

CONTAINER DAMAGE: Customer is liable for any damage to the dumpster container occurring during the rental period beyond normal wear and tear. This includes but is not limited to: structural damage, fire damage, graffiti or vandalism, contamination requiring pressure washing or chemical decontamination, damage caused by improper loading equipment such as forklifts or heavy machinery, and damage caused by prohibited materials including hardened concrete or chemical contamination. Damage charges will be assessed at the actual cost of repair or replacement as determined solely by Kansas City Dumpster Rentals & Hauling LLC and charged to the payment method on file without additional notice. Customer's failure to prevent unauthorized access to or dumping in the container during the rental period does not relieve customer of liability for resulting damage or contamination.

10. LIABILITY & INDEMNIFICATION

Customer agrees to indemnify, defend (with counsel of Kansas City Dumpster Rentals & Hauling LLC's choice), and hold completely harmless Kansas City Dumpster Rentals & Hauling LLC, including its owners, members, managers, employees, contractors, and representatives, from any and all claims, damages, losses, expenses, attorney's fees, expert fees, court costs, or liabilities of any kind arising from:

- Use or misuse of the dumpster
- Property damage caused by or related to dumpster placement or use
- Customer's selection of the dumpster placement location
- Presence of prohibited materials in the container
- Personal injury to any person arising from the dumpster or its contents
- Any violation of federal, state, or local law by customer
- Customer's negligence, recklessness, or intentional misconduct
- Any third-party claim arising from customer's use of the dumpster

LIMITATION OF LIABILITY: KANSAS CITY DUMPSTER RENTALS & HAULING LLC'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE BASE RENTAL FEE ACTUALLY PAID BY CUSTOMER FOR THE RENTAL IN QUESTION. IN NO EVENT SHALL KANSAS CITY DUMPSTER RENTALS & HAULING LLC BE

LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY.

JURY TRIAL WAIVER: CUSTOMER EXPRESSLY, KNOWINGLY, AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S USE OF THE DUMPSTER.

ATTORNEY'S FEES: In any dispute arising from this agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, expert fees, and court costs from the non-prevailing party.

11. CANCELLATION POLICY

- Cancellations more than 24 hours before delivery: Full refund
 - Cancellations within 24 hours of delivery: 50% cancellation fee
 - Same-day cancellations or inaccessible delivery locations: No refund
 - No refunds after dumpster delivery
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12. GOVERNING LAW, VENUE & DISPUTE RESOLUTION

This agreement shall be governed exclusively by the laws of the State of Missouri without regard to its conflict of law provisions.

EXCLUSIVE VENUE: Any dispute, claim, or legal action arising out of or related to this agreement shall be resolved exclusively in the state courts of Cass County, Missouri. Customer irrevocably submits to the personal jurisdiction of such courts and expressly waives any objection to venue or jurisdiction.

MEDIATION: Prior to initiating litigation, the parties agree to submit any dispute to good-faith mediation through a mutually agreed mediator in Cass County, Missouri. Mediation costs shall be split equally unless otherwise agreed. If mediation fails to resolve the dispute within 30 days of initiation, either party may proceed with litigation in Cass County, Missouri.

Kansas City Dumpster Rentals & Hauling LLC reserves the right to seek immediate injunctive or equitable relief in any court of competent jurisdiction to protect its property, including recovery of the dumpster, without the requirement to first complete mediation.

13. ENTITY SEPARATION, PARENT LIABILITY SHIELD & PERSONAL LIABILITY WAIVER

INDEPENDENT ENTITY: Kansas City Dumpster Rentals & Hauling LLC is an independent Missouri Limited Liability Company. This agreement is entered into solely by and between Kansas City Dumpster Rentals & Hauling LLC and Customer. No other entity, parent company, affiliate, subsidiary, holding company, or related business is a party to this agreement.

NO LIABILITY OF PARENT OR AFFILIATED ENTITIES: Clampitt Holdings LLC, and any other parent, holding, affiliate, or related entity of Kansas City Dumpster Rentals & Hauling LLC, is not a party to this agreement and assumes no obligations or liabilities hereunder. Customer expressly agrees that no claim, demand, lawsuit, judgment, lien, or legal action of any kind arising out of or related to this agreement or

Customer's use of any dumpster or equipment shall be brought against Clampitt Holdings LLC or any of its members, managers, officers, employees, contractors, agents, subsidiaries, or affiliates. Any recovery available to Customer is strictly limited to the assets of Kansas City Dumpster Rentals & Hauling LLC.

NO PERSONAL LIABILITY OF INDIVIDUALS: No individual owner, member, manager, officer, employee, contractor, or agent of Kansas City Dumpster Rentals & Hauling LLC or Clampitt Holdings LLC shall be personally liable for any claim, debt, obligation, judgment, or liability arising out of or related to this agreement or Customer's use of any dumpster or equipment. Customer expressly waives any right to pursue any claim against any such individual in their personal capacity. All claims are limited solely to Kansas City Dumpster Rentals & Hauling LLC as a legal entity.

NO ALTER EGO OR SINGLE ENTERPRISE CLAIM: Customer expressly acknowledges and agrees that Kansas City Dumpster Rentals & Hauling LLC and Clampitt Holdings LLC are separate and distinct legal entities, each maintaining independent operations, finances, and records. Customer waives any and all claims, arguments, or theories that Kansas City Dumpster Rentals & Hauling LLC and Clampitt Holdings LLC operate as a single enterprise, alter ego, joint venture, or unified business for purposes of imposing liability. Customer agrees not to seek to pierce the corporate veil of either entity or to hold either entity liable for the obligations of the other under any legal theory.

LIMITATION TO CONTRACT CLAIMS ONLY: Any claim by Customer arising from this agreement is strictly a contract claim governed by the terms herein. Customer waives any right to bring tort claims, fraud claims, or extra-contractual claims against Kansas City Dumpster Rentals & Hauling LLC, Clampitt Holdings LLC, or any individual associated with either entity, except as expressly provided in this agreement.

INDEMNIFICATION OF INDIVIDUALS AND AFFILIATES: Customer agrees to indemnify, defend, and hold harmless each individual owner, member, manager, officer, employee, contractor, and agent of Kansas City Dumpster Rentals & Hauling LLC and Clampitt Holdings LLC from any claim, demand, action, or liability arising from Customer's use of the dumpster, Customer's breach of this agreement, or Customer's negligence or misconduct, including all attorney's fees, court costs, and expert fees incurred in defending any such claim.

14. ASSUMPTION OF RISK, RELEASE OF LIABILITY & BODILY INJURY WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

ASSUMPTION OF ALL RISK: CUSTOMER KNOWINGLY, VOLUNTARILY, AND EXPRESSLY ASSUMES ALL RISK OF PERSONAL INJURY, BODILY HARM, DEATH, OR PROPERTY DAMAGE ARISING FROM OR RELATED TO THE RENTAL, DELIVERY, PLACEMENT, USE, LOADING, UNLOADING, ACCESS TO, OR PICKUP OF THE DUMPSTER CONTAINER, INCLUDING BUT NOT LIMITED TO RISK ARISING FROM CUSTOMER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF ANY THIRD PARTY.

RELEASE OF LIABILITY — PERSONAL INJURY & WRONGFUL DEATH: TO THE FULLEST EXTENT PERMITTED BY MISSOURI LAW, CUSTOMER, ON BEHALF OF THEMSELVES AND THEIR HEIRS, ESTATE, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, HEREBY IRREVOCABLY RELEASES, WAIVES, AND FOREVER DISCHARGES KANSAS CITY DUMPSTER RENTALS & HAULING LLC, CLAMPITT HOLDINGS LLC, AND EACH OF THEIR RESPECTIVE MEMBERS, MANAGERS, OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING CLAIMS

FOR PERSONAL INJURY, BODILY HARM, DISABILITY, DEATH, OR WRONGFUL DEATH, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE RENTAL OR USE OF THE DUMPSTER CONTAINER, WHETHER CAUSED BY ORDINARY NEGLIGENCE OR OTHERWISE.

THIRD PARTY INJURY — CUSTOMER'S SOLE RESPONSIBILITY: Customer acknowledges that the dumpster container will be placed on or near Customer's property and that Customer is solely responsible for the safety of all persons on or near the property during the rental period, including but not limited to family members, guests, neighbors, contractors, subcontractors, children, and any other third party. Customer assumes full liability for any personal injury, bodily harm, or death suffered by any third party arising from or related to the presence, placement, or use of the dumpster container during the rental period.

DUTY TO SECURE, WARN & PREVENT ACCESS: Customer has an affirmative and non-delegable duty to: (a) warn all persons on or near the property of the presence and location of the dumpster container; (b) prevent children and unauthorized persons from accessing, climbing on, entering, or playing near the container at all times during the rental period; (c) secure the surrounding area to prevent accidental contact with the container; and (d) ensure no person stands beneath or directly adjacent to the container during loading, unloading, or any dumping operations. Failure to fulfill these duties does not create any liability for Kansas City Dumpster Rentals & Hauling LLC and all resulting liability remains solely with Customer.

EMERGENCY RESPONSE & MEDICAL COSTS: In the event any person suffers injury, illness, or death arising from or related to the dumpster container during the rental period, Customer shall be solely responsible for all emergency response costs, medical expenses, rehabilitation costs, funeral expenses, and any other costs or damages arising from such incident. Customer agrees to indemnify and hold harmless Kansas City Dumpster Rentals & Hauling LLC, Clampitt Holdings LLC, and all associated individuals from any claim brought by any injured party or their representatives arising from any such incident.

CUSTOMER REPRESENTATION: By completing a booking, Customer represents that they are of legal age, have read and understood this Section in its entirety, have had the opportunity to seek independent legal counsel, and are voluntarily agreeing to these terms without duress or coercion.

MISSOURI LAW NOTICE: Nothing in this Section purports to release Kansas City Dumpster Rentals & Hauling LLC from liability for its own gross negligence or intentional misconduct as defined under Missouri law. All other claims are released and waived to the fullest extent permitted by law.

15. PHOTO & MEDIA CONSENT

CONSENT TO PHOTOGRAPHY & MEDIA USE: By completing a booking, Customer expressly consents to Kansas City Dumpster Rentals & Hauling LLC photographing and/or video recording the dumpster, the delivery location, the surrounding property, and any visible project work during delivery, rental period, and pickup. Customer grants Kansas City Dumpster Rentals & Hauling LLC a perpetual, irrevocable, royalty-free, worldwide license to use, publish, reproduce, display, distribute, and share any such photographs or video recordings across all media channels including but not limited to:

- Company website (kcdumpsterco.com) and any future affiliated websites
- Google Business Profile and any other business directory listings
- Facebook, Instagram, TikTok, YouTube, and all other social media platforms
- Email marketing, print advertising, and promotional materials

- Any other marketing, advertising, or promotional use at Company's sole discretion

PROPERTY & PRIVACY: Photos and videos may include Customer's property, driveway, exterior of home or business, project work, and surrounding areas. Kansas City Dumpster Rentals & Hauling LLC will not intentionally photograph individuals without separate consent but assumes no liability for incidental capture of persons or identifying information visible in publicly accessible areas.

NO COMPENSATION: Customer acknowledges that no compensation of any kind is owed for the use of any photographs or recordings taken under this consent.

OPT-OUT: Customer may opt out of photo and media consent by providing written notice to Kansas City Dumpster Rentals & Hauling LLC prior to delivery. Opt-out does not affect any other term of this agreement.

AGREEMENT & ACCEPTANCE — ELECTRONIC SIGNATURE

ELECTRONIC SIGNATURE DISCLOSURE: By electronically signing this agreement through the Kansas City Dumpster Rentals & Hauling LLC booking and customer management platform, Customer agrees that their electronic signature is legally binding and has the same legal force and effect as a handwritten signature under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. §7001 et seq.) and the Missouri Uniform Electronic Transactions Act (Mo. Rev. Stat. §432.200 et seq.).

FULL ACKNOWLEDGMENT: By electronically signing below, Customer irrevocably certifies and acknowledges that:

- Customer has read this agreement in its entirety, including all 15 sections, prior to signing;
- Customer understands all terms, conditions, fees, waivers, and liability allocations contained in this agreement;
- Customer has had the opportunity to seek independent legal counsel prior to signing;
- Customer agrees to be fully and legally bound by all terms of this agreement;
- Customer consents to electronic delivery and execution of this agreement;
- Customer acknowledges that no physical signature is required and that this electronic signature constitutes valid and enforceable acceptance of all terms;
- Customer acknowledges receipt of a copy of this agreement via the booking platform.

RECORD RETENTION: A copy of this signed agreement will be retained by Kansas City Dumpster Rentals & Hauling LLC and made available to Customer upon request. Customer is responsible for retaining their own copy.

Customer Full Legal Name:

Electronic Signature:

Date & Time of Signature (system-generated):

IP Address (system-generated):
