

BIN RENTAL AGREEMENT

THIS BIN RENTAL AGREEMENT ("Agreement") by and between RED-E-BINS USA LLC, a Minnesota limited liability company ("RED-E-BINS"), and the individual or entity identified as the customer on the checkout page or during the telephonic checkout process ("Customer"), is made and entered into effective as of the date of Customer's acceptance of this Agreement by (i) if Customer completes the checkout process online, clicking "Place Order" on the checkout page, or (ii) if Customer completes the checkout process by telephone, not rejecting this Agreement by contacting RED-E-BINS and expressly rejecting it. If applicable, such a rejection must be made no later than one (1) business day prior to the scheduled drop off date, or, if sooner, the actual drop off.

RED-E-BINS WOULD LIKE TO THANK YOU FOR YOUR INTEREST IN RENTING A RED-E-BINS DUMPSTER (EACH A "BIN"). PLEASE READ THIS ENTIRE AGREEMENT PRIOR TO AGREEING TO IT OR PROCEEDING WITH YOUR RENTAL AS IT IS A CONTRACT. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE CONTACT THE RED-E-BINS OFFICE AT 952-931-2577.

1. Rental Term. The rental term for a Bin will commence on the date such Bin is dropped off and shall continue for the initial rental term specified during Customer's rental checkout process and/or in the order confirmation/receipt email. After the initial rental term has elapsed (i.e. on the pick-up date), such Bin shall be picked up by RED-E-BINS. If Customer would like to request to keep a Bin longer than the initial rental term or request an early pickup, Customer must do so by logging into Customer's account or by calling RED-E-BINS prior to the end of the initial rental term (i.e. the pick-up date). Any such request is subject to RED-E-BINS' approval, in its discretion. Customer acknowledges and agrees that if an extension request is denied or not timely submitted, RED-E-BINS will pick up the Bin on the pick-up date. Customer will be charged for each whole or partial day until the Bin is picked up at RED-E-BINS' then current rates. For the avoidance of doubt, if Customer's rental period expires on a weekend or holiday, Customer's Bin may be picked up on the next business day at no additional charge.

2. Cancellations. If Customer rejects this Agreement as set forth in the preamble above, RED-E-BINS shall refund to Customer any fees paid for the applicable Bin rental. Customer may not otherwise cancel a rental without the prior consent of RED-E-BINS. Customer acknowledges that except as expressly set forth in this Agreement Customer is not entitled to a refund of any portion of the fees paid or owed to RED-E-BINS.

3. Rental Type. During the checkout process, Customer must specify the type of waste or debris to be placed into rented Bins. Construction and demolition debris ("C&D") means building material and debris related to remodeling, construction or demolition of a building and/or structure including, but not limited to, lumber, sheet rock, carpet, windows, doors, concrete, scrape iron and painting supplies (dry material only). Household or Mixed solid waste ("MSW") means food and beverage containers, toys, clothes, magazines and/or paper, packaging and other general household trash. If a Bin contains any amount of Household or MSW, then Customer will be charged an additional fee representing the increased fee for the MSW rental plus any applicable governmental charges.

4. Prohibited Activities. Customer shall not, and shall not allow any third party to, do any of the following:

- Use the Bin other than for Customer's proper disposal of waste and debris in accordance with this Agreement and all applicable laws, regulations and ordinances.
- Place more than 6,000 pounds of waste or debris into a Bin.
- Load a Bin or place waste or debris outside of a Bin. Contents must not exceed the top or sides of a Bin.
- Load a Bin unevenly, especially when loading concrete, rocks, dirt or similar dense or heavy materials. Every attempt shall be taken to disperse the weight within a Bin equally.
- Load a 5YD Bin more than half full of concrete, brick or similar dense or heavy materials.
- Load a 10 YD Bin with any concrete, brick or similar dense or heavy materials without explicit written consent.
- Load a Bin with ANY dirt, sand or rock without explicit written consent.
- Place any of the following materials into a Bin:

o Hazardous materials which include, without limitation, asbestos, batteries, brake fluid cleaning solvents, electronics including but not limited to; televisions, monitors, computers and their components, fax machines, printers, other items containing cathode ray tubes, contaminated soils, disinfectants, household appliances such as refrigerators, conventional ovens, microwave ovens, washers, dryers, and dishwashers, workout equipment including, but not limited to treadmills or elliptical machines, lawn mowers, snow blowers, propane tanks, gas or electrical powered equipment, driveway sealers, tars, fluorescent light bulbs, lead, solvent based adhesives, petroleum fuels, insecticides, herbicides, mercury containing lamps and equipment, motor oil, oil filters, paint, oven cleaners, car parts, polychlorinated bi-phynels (pcbs), poisons, pool chemicals, railroad ties, strippers, thinners, turpentine, wood preservatives, finisher and varnish, or any other product that is expressly prohibited or regulated in a similar manner as the foregoing materials by federal, state or local law, regulation or ordinance.

o Medical or infectious waste.

o Dead animals.

o Sludge or liquids of any nature.

- Move or attempt to move a Bin.
- Rent, lease, use, permit use of or make available a Bin to any third party except for Customer and Customer's family members, employees and contractors.

5. Payments. Customer shall pay all fees specified during the rental checkout process and all other fees described in this Agreement. The base rental fee is due at the time of reservation. All fees paid are nonrefundable. Customer is solely responsible for payment of (or reimbursement for) any applicable federal, state or local taxes, except for any taxes based on RED-E-BINS' net income.

6. Additional Fees. Customer shall be responsible for the additional fees described below.

- **Overweight Fee.** Up to \$80.00 per ton (prorated accordingly) if a Bin is filled with more than 2,000 pounds of waste or debris. Customer may also be charged a dry run fee.
- **Overfull Fee.** Up to \$75.00 if a Bin is filled above the top or over the sides. Customer may also be charged a dry run fee.
- **Moving Fee.** Up to \$100.00 to move a Bin to a different location on the same property.
- **Dry Run Fee.** Up to \$100.00 if a truck arrives on site to swap or pick up a Bin but is unable to complete the task due to a Bin being overweight, overfilled, filled with dirt, rock or sand, or blocked in, or other circumstances outside of RED-E-BINS reasonable control prevent such swap or pick up. If the situation is remedied while the truck is on site there will be no additional charge.
- **Dig Out Fee.** Up to \$75.00 (or, if greater, the applicable costs or expenses incurred by RED-E-BINS in remedying the issue) if the waste or debris is jammed or frozen in a Bin and must be removed with an excavator or by similar means.
- **Specific Material Fees.** In the event that any of the following materials are disposed of in a Bin, Customer shall be charged the applicable additional fees, or, if greater, the applicable costs or expenses incurred by RED-E-BINS in disposing of such materials:

Material Additional Fee:

- Bikes: Up to \$15.00 each
- Tires: Up to \$15.00 each
- Mattresses, Box-springs, Similar Items: \$50.00 each
- Hazardous Waste or: Up to per \$500.00 per infraction plus cost of repair to damaged bin

7. **Credit Cards.** Customer is responsible for providing a valid credit card number at the time Customer makes the reservation. Customer represents and warrants that Customer is an authorized user of the credit card number provided, and Customer agrees to pay all charges resulting from Customer's use of a credit card. Customer expressly agrees that (i) RED-E-BINS may pass Customer's credit card information and personally identifiable information to its designated service provider(s) for their use in processing credit card payments, and (ii) Customer's credit card may be charged for any and all fees and amounts owed by Customer under this Agreement.

8. **Ownership and Return of Bins.** Customer acknowledges and agrees that RED-E-BINS is and shall remain the exclusive owner of all Bins. Upon their return or removal, each Bin must be in the condition it was delivered, reasonable wear and tear excepted. Customer shall pay, or reimburse RED-E-BINS, on demand for (i) any damage to or destruction of Bins, reasonable wear and tear excepted, (ii) any Bins that are lost or otherwise not returned, and (iii) any Bins that are damaged or destroyed and, in RED-E-BINS' sole discretion, cannot be repaired or need to be replaced.

9. **Responsibility for Contents.** Customer is fully responsible for the entire contents of each Bin. In the event that prohibited contents are disposed of in a Bin, Customer is fully liable for all costs, charges, fines, penalties and any other actions in connection with such disposal or handling of such items. These

amounts may include, without limitation, cleanup, monitoring, testing, legal fees, penalties, environmental fees, taxes and other charges.

10. Customer Obligations. Customer represents and warrants to RED-E-BINS that Customer is the owner of the property at which each Bin shall be placed or has all rights necessary to place each Bin at such location(s) and permit RED-E-BINS to access such location(s) for drop off, inspection and pickup. Customer shall (i) obtain all necessary permits and approvals for the placement and use of each Bin, (ii) follow all applicable laws, regulations and ordinances, (iii) provide, at no charge, safe and reasonable access to the drop off and pickup location, and (iv) be responsible for cleaning and removing mud as well as all debris tracked from the job site around the property or neighboring areas.

11. Condition of Bins. All Bins are provided "AS IS" and RED-E-BINS does not make and hereby disclaims all express or implied representations and warranties with respect to Bins. Customer acknowledges that Bins have holes drilled in the bottom to drain water and may leave rust or marks on driveways and other surfaces. Customer may lay a tarp or similar protection to protect the surface where a Bin is placed. To the maximum extent permitted by law, RED-E-BINS shall have no liability or responsibility for any damages, claims or liabilities related to any Bins, including, without limitation, property damage from rust, marks or water stains or liquids placed in a Bin, and Customer hereby unconditionally waives, releases, relinquishes and forever discharges RED-E-BINS, its employees, members, managers, suppliers, agents, contractors, suppliers, affiliates, representatives, successors and assigns (collectively, "RED-E-BINS Parties") and all other persons or entities liable or that might be claimed to be liable from any and all claims, counterclaims, demands, causes of action, suits, liabilities, injuries to person or property (including, but not limited to, death, incapacity and disability), damages, losses, costs and expenses, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, arising out of or related to the rental and use of Bins, whether caused by RED-E-BINS Parties or otherwise.

12. Indemnification. Customer shall indemnify, defend and hold RED-E-BINS Parties harmless from and against any and all claims, liabilities, damages, judgments or costs (including, but not limited to, reasonable attorney's fees) arising out of or resulting from, or alleged to result from any breach of this Agreement by Customer or Customer's use and display of Bins (collectively, "Claims").

13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RED-E-BINS PARTIES BE LIABLE UNDER ANY LEGAL THEORY FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR BINS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, INTEREST OR INTERRUPTION OF BUSINESS, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY DAMAGES EXCEPT, AND SUBJECT TO THIS AGREEMENT, ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER, NOT TO EXCEED THE FEES PAID BY CUSTOMER TO RED-E-BINS FOR THE APPLICABLE BIN RENTAL. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT.

14. Force Majeure. RED-E-BINS shall not be responsible for delays or failures of performance resulting from acts beyond RED-E-BINS's reasonable control. Such acts shall include, but are not limited to, acts of

God, strikes, public internet and private internet connection failures, third party logistics, lockouts, riots, acts of war, acts of terror, epidemics, international, federal, state and local laws and government regulations, fire, communication line failures, power failures, earthquakes and other disasters.

15. Entire Agreement. This Agreement (including the documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be modified, altered or amended except in a writing that is duly signed by the parties hereto. Customer acknowledges and agrees that its registration, access and use of the RED-E-BINS website and Customer's RED-E-BINS online account are subject to the RED-E-BINS Terms of Use ([CLICK HERE](#)), and RED-E-BINS may collect, process, transfer, use and disclose Customer's information in accordance with the RED-E-BINS Privacy Notice ([CLICK HERE](#)), each of which is incorporated herein by reference and deemed a part hereof. To the extent of any direct and irreconcilable conflicts between the Terms of Use or Privacy Notice and this Agreement, the terms of this Agreement shall prevail.

16. Miscellaneous. This Agreement shall be governed and interpreted under the laws of the State of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or related to this Agreement or participation in the Program shall be brought only in the courts of Minnesota, and all parties expressly consent to such courts' jurisdiction. Should any provision of this Agreement be held invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect. Customer may not assign this Agreement, or any of Customer's rights or obligations hereunder, without the prior written consent of RED-E-BINS, and any attempted assignment without RED-E-BINS's prior written consent shall be null and void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, estates, personal representatives, successors and permitted assigns.

17. Authority. In the event that Customer is an entity (as indicated by designating an entity name on the checkout page or during the telephonic checkout process), the person completing the checkout process represents that he or she is renting a Bin in his or her employment or similar official capacity with Customer, and represents that he or she has the authority to bind Customer to the terms of this Agreement.