



UNPAVED AREA DIRECTIVE AND DAMAGE WAIVER

Orange Kanon, Inc. d/b/a Bin There Dump That (“Contractor”) and _____ (“Customer”), hereby agrees to this Unpaved Area Directive and Damage Waiver (“Waiver”) as follows:

Contractor has been engaged by Customer to provide certain roll-off dumpster services at the following property: _____ of which Customer is an owner or has been authorized by the property owner to execute this Waiver.

Customer has requested that Contractor place a dumpster, requested by Customer, in an unpaved area or to travel through an unpaved area to place said dumpster. Contractor’s travel through unpaved areas for the delivery, drop off, or pick-up of dumpsters in unpaved areas involve foreseeable and unforeseeable risks for damage to the property. Understanding these risks, Customer has directed Contractor to place or pick-up, or travel through, an unpaved area. Customer acknowledges that the dumpster and vehicles used to drop off and retrieve the same can cause damage to the lawn, landscaping, permanent and temporary improvements, subsurface equipment and utilities including, but not limited to, sprinklers, piping, drains and tiles. Customer expressly releases Contractor, its principals, agents, and subcontractors from any claim for defect or damage caused directly or indirectly by the delivery, drop off, or retrieval of the dumpster in the unpaved area. Customer further agrees to indemnify Contractor for damages, costs, and attorney fees in the event a claim is brought against Contractor which relates in any way to the delivery, drop off, or retrieval of any of Contractor’s dumpsters in an unpaved area located in the above described property.

Bin There Dump That

Customer

Signature

Signature

Printed

Position

Printed

Date

Date