



## BEAR CREEK BIN RENTALS LIMITED - TERMS AND CONDITIONS

These terms and conditions create a contract between you (the “**Customer**”) and Bear Creek Bin Rentals Limited (“**BCBRL**”). Please read the entire agreement (the “**Agreement**”).

### 1. Rental Term and Pricing

- a. The rental period is for up to **7 days**, beginning from the date of delivery. Each subsequent day after the initial rental period will be charged an additional fee.
- b. Customer agrees to pay set pricing for bin rental and dumping fees as referenced in Schedule A prior to delivery. Customer will be sent an invoice for any additional fees incurred. Any unpaid invoices balances after **30 days** of initial invoice date will accrue **4%** simple interest per month.
- c. Customers shall pay or reimburse BCBRL on demand upon receipt of an invoice for any (i) excessive damage to or destruction of bins, (ii) any bins that are lost or otherwise not returned, and (iii) bins that are damaged or destroyed and in BCBRL sole discretion cannot be repaired.
- d. If the Customer is in possession of the rented bin(s) on the fifteenth (**15**) day (days in possession is calculated from time of delivery), BCBRL in its sole discretion, shall decide whether to charge the Customer an additional Bin Rental Fee or to exercise their right in section 3 (v) to collect the bin.

### 2. Bins

- a. Customer shall not:
  - i. dispose of any of the following prohibited items in bin, including, but not limited to:
    - a. Liquids, Asbestos, paint, oil or propane cans, household garbage, fluorescent lightbulbs, hazardous chemicals, dead animals, tires, or refrigerant based appliances (includes refrigerators, freezers, air conditioners, dehumidifiers).
  - ii. place more than **6,600 lbs.** of material into a bin.
  - iii. place debris exceeding the top or sides of the bin.
- b. Customer acknowledges and agrees that BCBRL is and shall remain the exclusive owner of all bins rented by the Customer, however, Customer will have care, custody and control of the bin and shall be liable for loss or damage.
- c. Upon the bin removal or return, each bin must be in the condition it was delivered, reasonable wear and tear excepted.
- d. Customer is fully responsible for the entire contents of each bin and liability for prohibited items shall remain with the Customer at all times. BCBRL will have the right to inspect the contents of the bin before removal and maintains the right to refuse pickup upon inspection. In the event that prohibited contents are placed in a bin, the customer shall be fully liable for all costs, charges, fines, penalties and any other actions in connection with such disposal or handling of items.

24849 Bear Creek Road, Denfield, Ontario, N0M 1P0

Phone: 519-859-8799

Email: [info@bearcreekbins.ca](mailto:info@bearcreekbins.ca)

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### **3. Delivery, Use and Pickup**

- a. Customer agrees:
  - i. To provide an unobstructed area to place the bin on delivery and on pick up. If the area is obstructed, customer may be charged additional fees and the bin will be returned to the depot. A follow up delivery may be scheduled.
  - ii. That the delivery address and location provided is rightfully owned by the Customer, or the Customer has obtained the necessary and appropriate permissions to use the space for the bin placement. It is the Customer's responsibility to obtain any required permissions and or permits before the bin is delivered. BCBRL will not place a bin on a public road or highway without proof that sufficient permission has been granted by the governing municipality.
  - iii. That any location provided by the customer for the bin is sufficient to bear the weight and size of the bin and any vehicle required to transport the bin. BCBRL will take precautions to protect the location but shall not have any liability or responsibility for any damage to pavement or any other forms of property damage.
  - iv. It will not move or alter the rented bin or allow a third party to use, move or alter either and will only use it for its intended purpose.
  - v. Should the Customer fail to return the bin, BCBRL maintains the right to enter the Customers premises where the bin may be, without notice and take possession of and remove the bin at the Customer's expense. This shall be done without legal process and the Customer hereby waives any claims for damages from such entry and/or removal.
  - vi. It shall indemnify, defend and hold BCBRL harmless from and against any and all claims, liabilities, damages, judgements, 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 the Customer or Customer's use, display or placement of rented bins.

### **4. General Provisions**

- a. This Agreement constitutes the entire agreement between the Customer and BCBRL and governs the use of the rented bins, superseding any and all prior agreements with respect to the same subject matter.
- b. Except to the extent expressly provided herein, this Agreement and the relationship between the Customer and BCBRL, shall be governed by the laws of Ontario.
- c. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable laws to reflect the original intentions of the parties, and the remaining portions shall remain in full force and effect.

See Schedule A Below.

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Schedule A

Item	Fee
Bin Rental – service area 1 (4, 7, or 14 yard)	\$225.00 + HST per bin
Bin Rental – service area 2 (4, 7, or 14 yard)	\$275.00 + HST per bin
Dumping (0 to 1 tonne)	\$110.00 + HST
Dumping (additional tonnes over 1 tonne)	\$110.00 + HST (prorated)
Dumping – 4 yard bin only (clean loads of dirt, gravel, concrete, asphalt)	\$95.00 + HST (flat rate)
Additional Rental Days	\$10.00 + HST per day
Additional Delivery / Pick up Attempt	\$75.00 + HST

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