

**DEJESUS INDUSTRIES**  
**BROOKLINE WASTE MANAGEMENT RENTAL AGREEMENT**

This Brookline Waste Management<sup>1</sup> Rental Agreement (“AGREEMENT”) is made by and between DeJesus Industries, LLC. (“COMPANY”) and \_\_\_\_\_ (“CUSTOMER”) (together shall be known as the “PARTIES”) on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Now, therefore, based upon the foregoing recitals and in consideration of the mutual promises and covenants contained within this AGREEMENT, the PARTIES agree as follows:

**1. COMPANY Information**

Table 1: COMPANY Information	
Company Name	DEJESUS INDUSTRIES, LLC
Address	1295 Beacon St #262, Brookline, MA 02446
Phone	617.963.0585
Email	rentals@dejesusindustries.com

**2. CUSTOMER Information**

Table 2: CUSTOMER Information	
CUSTOMER Name	
Phone	
Email	
Rental Period	Drop off: _____ at _____ Pick-up: _____ at _____
Property Owner(s)/Personal Guarantor(s) <i>(if applicable)</i>	
Project/Property Address <i>(for commercial accounts with multiple project addresses input “refer invoice”)</i>	
Property Owner/Personal Guarantor’s Mailing Address <i>(if different from Project Address)</i>	

<sup>1</sup> Brookline Waste Management is a Division of DeJesus Industries, LLC.

CUSTOMER Initials: \_\_\_\_\_

3. CUSTOMER Account

Table 3: CUSTOMER Account	
Existing CUSTOMER of DeJesus Industries	___ YES ___ NO
Existing Account Number <i>(if select "YES")</i>	
New Account Number <i>(if select "NO")</i>	
Payment Mechanism	___ Weekly Invoice ___ Daily Invoice (1-day rental)

4. Rental Fees & Costs

a. Rental Fees:

- i. Drive, Drop, and Handling Time: The Drive, Drop, and Handling time Fee shall range from \$67.50 per hour to a maximum of up to \$90.00 per hour.
- ii. Rental Rate of Dumpster: The Rental Rate shall be determined based upon the size of the dumpster, and/or truck, and shall range between \$67 per day up to \$125.00 per day, as determined by COMPANY based upon availability. An Estimate will be provided to CUSTOMER indicating Rental Rates, and other applicable charges, to be charged to CUSTOMER.
- iii. Transfer Station Fee shall be up to \$247.50 per ton.

b. CUSTOMER understands he/she/they will be charged for costs related to weight, time, and daily use of COMPANY's roll off dumpster containers.

c. CUSTOMER understands he/she/they will be charged for the cost of the transfer station fee, driver time, and a daily rate for a roll off container with a multiplicative factor of up to 1.5.

5. **CUSTOMER Account Creation:** CUSTOMER's Account with COMPANY is created upon full execution of this AGREEMENT.

CUSTOMER Initials: \_\_\_\_\_

- a. CUSTOMER must select the type of Payment Mechanism, either Weekly Invoice or Daily Invoice, to make payments to COMPANY under this AGREEMENT.
- b. CUSTOMER'S Account Number may be found in Bank Transfer and Credit Card Authorization Form attached and incorporated hereto.

**6. Prohibited Items, Fees, and Fines**

- a. Waste Items Strictly Prohibited:
  - i. Asbestos & Hazardous materials
  - ii. Flammables & Contaminants
  - iii. Florescent bulbs
  - iv. Liquid Paint & Oils (Dry paint OK)
  - v. Railroad Tires & Large Tires
- b. Massachusetts Waste Ban Items **NOT ALLOWED** (but that may be accepted but subject to additional fees and charges<sup>2</sup>):
  - i. Sofas and mattresses
  - ii. Bulky Appliances & TV/PC Screens
  - iii. Car Tires (large tires are prohibited)
  - iv. Propane/Helium Tanks
- c. Fines:
  - i. Asphalt Pavement, Bricks, Concrete, and Dirt: Materials such as Asphalt Pavement, Bricks, Concrete, and may only be mixed with trash in very small quantities (less than 2 wheelbarrows). Should dumpsters contain large amounts of these types of materials (more than 2 wheelbarrows), CUSTOMER will be subjected to and responsible for a fine of up to \$500.
  - ii. Overloaded Dumpster: should dumpsters be loaded above the top of the dumpster; CUSTOMER shall be subjected to and responsible for a \$300 fine.

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<sup>2</sup> Such additional fees and charges are the responsibility of CUSTOMER and will be reflected on an Invoice, should such fees and charges arise.

7. Invoices

a. Rental Schedules:

- i. *Daily Rentals:* CUSTOMER will be billed in accordance with Paragraph 4, Rental Fee Schedule and shall be invoiced on the same day as a One-Day rental. CUSTOMER is responsible for payment no later than 24-hours after receipt of Invoice.
- ii. *2+ Day Rental Period:* CUSTOMER will be billed, in accordance with Paragraph 4, Rental Fee Schedule, on a seven-day billing cycle from Friday to Friday using a 5:00:00 PM EST cut off for a rental period of two days or longer.

b. Drive, Drop, and Handling Time

- i. *Drop off:* Drive, Drop, and Handling Time for drop off shall be calculated by COMPANY based upon the RENTAL PERIOD stated in Table 2. COMPANY shall consider from when a driver turns on the dump truck to when the dumpster has been delivered to the Project Address to calculate Drive, Drop, and Handling Time.
- ii. *Pick-Up:* Drive, Drop, and Handling Time for pick up shall be calculated by COMPANY based upon the RENTAL PERIOD stated in Table 2. COMPANY shall consider from when dumpster is retrieved from Project Location to when waste has been delivered to Transfer Station.

c. Payment Processing

- i. The method of payment chosen by CUSTOMER in the Bank Transfer and Credit Card Authorization Form attached and incorporated hereto, will be processed by COMPANY within 24-hours of COMPANY remitting Invoice to CUSTOMER.
- ii. COMPANY shall remit Invoice to CUSTOMER via email or in-hand.

**8. Late Payment Penalties:**

- a) Paragraphs 3 through 9 of this AGREEMENT outline the payment obligations of CUSTOMER to COMPANY.
- b) *Late Fees.* If a payment is missed by CUSTOMER, COMPANY shall assess a Late Fee of \$50.00.
- c) *Insufficient Funds Service Fee.* If a check is returned due to insufficient funds, there will be a \$50.00 Service Fee assessed to CUSTOMER which is due immediately to COMPANY in compensation for bank fees and other associated costs incurred by COMPANY due to the return of CUSTOMER's check for insufficient funds.
- d) *Interest.* If the CUSTOMER shall fail to pay any payment due under Paragraphs 3 through 10 of this AGREEMENT within 60 days of the payment due date, CUSTOMER agrees that simple interest shall be paid to COMPANY at the rate of 18% per year. After 45-calendar days of a payment being overdue, the CUSTOMER shall receive official correspondence via US mail and email regarding the consequences that shall ensue thereafter.
- e) Should CUSTOMER fail to pay COMPANY within 60 days, COMPANY reserves the right to engage a Collections Agency, as well as use any other methods of COMPANY'S choice for collecting a payment from CUSTOMER.

**9. Billing Disputes:**

- a) Should there be a Billing Dispute, CUSTOMER shall:
  - i. Provide COMPANY the exact Invoice number and Invoice Date that CUSTOMER deems improper;
  - ii. COMPANY will then submit its calculations and supporting documentation, including, but not limited to invoices received by COMPANY from seller(s) for materials purchased under this AGREEMENT, to COMPANY'S Corporate Attorney for review;
  - iii. CUSTOMER shall be responsible for the costs associated with any such Billing Dispute/Invoice Review by COMPANY'S Corporate Attorney.
  - iv. Upon the conclusion of the Invoice Review, the results will be remitted to CUSTOMER when complete.

- v. If CUSTOMER withheld payment on the invoice until the Invoice Review is complete, CUSTOMER shall immediately disburse payment to COMPANY upon receipt of the Invoice Review results when COMPANY is proven to have accurately invoiced CUSTOMER.
  - vi. If CUSTOMER is still not satisfied by the results of the Corporate Attorney's investigation, CUSTOMER may seek further remedy under Paragraph 16 of this AGREEMENT.
- b) A Billing Dispute may result in Suspension of this Agreement, Termination of this Agreement, and/or removal of dumpster.

**10. Damage to and/or caused by the Dumpster:**

- a. CUSTOMER is responsible for any damages to the dumpster other than normal wear and tear while it is in the CUSTOMER'S possession.
- b. COMPANY is not responsible for any damage to the property located at Project Address, including but not limited to driveways, walkways, or lawns, as a result of pick up or drop off of dumpster.

**11. Permits**

- a. CUSTOMER is responsible for obtaining any and all necessary permits. CUSTOMER is also responsible for the costs associated with such permits. This includes but is not limited to street permits required by the town, city, or county in which the Project Address is located.

**12. Acceptance and Execution:**

- a) Upon signing, this document becomes binding under the laws and regulations of the Commonwealth of Massachusetts.
- b) CUSTOMER and COMPANY mutually agree this Agreement may be signed electronically and/or by hand and may be executed separately by the parties. Should this Agreement be signed in duplicate copies, together both copies, including all Appendixes attached hereto, shall constitute the entire AGREEMENT.

- c) **Cautions and Notices:** By signing this AGREEMENT, CUSTOMER ACKNOWLEDGES his/her/their review the following cautions and notices carefully before signing this AGREEMENT:
- i. CUSTOMER has not been pressured into signing this AGREEMENT. CUSTOMER acknowledges that he/she/they had sufficient time to read and fully understand this AGREEMENT. CUSTOMER has had an opportunity to speak with COMPANY prior to signing this AGREEMENT should he/she/they find a provision of this AGREEMENT is unclear.
  - ii. **Native Language:** If English is not the native and/or primary language of CUSTOMER, CUSTOMER agrees and represents that he/she/they has had the opportunity to have this AGREEMENT translated into CUSTOMER's native and/or primary language, at CUSTOMER's own expense. Should CUSTOMER choose to not have this AGREEMENT translated, to his/her/their native/primary language, by signing this AGREEMENT, as written in English, CUSTOMER represents and admits to understanding the terms of this AGREEMENT and agrees COMPANY is not responsible for CUSTOMER's misinterpretation of any of the terms of this AGREEMENT.
  - iii. COMPANY does not hold the responsibility to provide proof of insurance to CUSTOMER. It is within the CUSTOMER's rights to request confirmation and/or proof of insurance from COMPANY, at which point the COMPANY will provide such proof and/or confirmation.
  - iv. This AGREEMENT should not be signed until a copy of any and all Exhibits and referenced documents have been attached and/or until all blank sections have been filled in or marked as "to be determined", "void", "deleted", "not different", and/or "not applicable".
  - v. Should this AGREEMENT be signed by hand, two identical copies of the contract must be completed and signed. One original copy will go to the CUSTOMER and the other original copy will be kept by COMPANY.
  - vi. Should this AGREEMENT be signed electronically, identical fully executed copies of this AGREEMENT shall be provided to both CUSTOMER and COMPANY.
  - vii. Before signing this AGREEMENT, the CUSTOMER has made clear he or she fully understands the billing system and has read this AGREEMENT in its entirety. By signing this AGREEMENT, CUSTOMER fully agrees to all terms of this AGREEMENT, including, but not limited Paragraphs 3 through

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9, which detail the CUSTOMER's payment obligations under this AGREEMENT.

- d) Any modifications to this AGREEMENT must be in writing and must be agreed to by both the CUSTOMER and COMPANY.
- e) COMPANY will not complete delivery of dumpster until both parties have received a fully executed copy of the AGREEMENT.
- f) The terms to this AGREEMENT are posted at: <https://www.brooklinewm.com/> and may be changed for any reason without notice.
- g) By signing this AGREEMENT, CUSTOMER, as stated in Paragraph 2, Table 2 acknowledges and states that he/she/they is/are the Property Owner of the property located at the listed Project Address and are authorized to enter into this AGREEMENT.

**13. Governing Law:**

- a) This AGREEMENT shall be governed by the laws of the Commonwealth of Massachusetts.

**14. Costs in Event of Breach:**

- a) In an action or proceeding arising out of this AGREEMENT, COMPANY and CUSTOMER mutually agree that any Attorney's fees and costs associated with the proceeding incurred by the COMPANY will be paid for by the CUSTOMER with a factor of 1.33, which will be billed to the CUSTOMER as via Invoice.

**15. Project Suspension and Project Termination:**

- a) Project Suspension: Project Suspension means that there is a temporary stoppage of work under this AGREEMENT.
  - i. Project Suspension may occur as stated in Paragraph 10 or at any time during the duration of this AGREEMENT.
  - ii. Project Suspension is at the discretion of COMPANY.
  - iii. Should work resume after a Project Suspension, the PARTIES agree this AGREEMENT shall remain valid and enforceable.
  - iv. COMPANY reserves the right to completely stop work under this AGREEMENT and/or cancel this AGREEMENT, also known as Project

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Termination, if a Project Suspension persists for longer than four (4) weeks and/or there is more than one (1) Project Suspension.

- b) Project Termination: Project Termination is when work is permanently stopped under this AGREEMENT.
  - i. COMPANY reserves the right to Project Termination at any time should CUSTOMER be found in breach of this AGREEMENT; pursuant to Paragraph 26, and for any other reason communicated by COMPANY to CUSTOMER.
  - ii. Project Termination by COMPANY must be expressly communicated by COMPANY to CUSTOMER and shall be memorialized in a writing, including but not limited to, email and/or letter to CUSTOMER.
  - iii. Project Termination by CUSTOMER must be expressly communicated by CUSTOMER to COMPANY and must be memorialized in a signed writing by both PARTIES.

**16. ARBITRATION:**

- a) COMPANY and the CUSTOMER hereby mutually agree in advance of any dispute that in the event COMPANY has a dispute concerning this AGREEMENT, COMPANY may submit the dispute to a private Arbitration firm approved by the Secretary of the Executive Office of Consumer Affairs and Business Regulation and the CUSTOMER shall be required to submit to such arbitration as provided in Massachusetts General Laws, chapter 142A.
- b) COMPANY and CUSTOMER mutually agree that any disputes will be resolved with a binding Arbitration.
- c) COMPANY and CUSTOMER mutually agree that any Attorney's fees and costs or Arbitration costs incurred by the COMPANY will be paid for by the CUSTOMER with a factor of 1.33, which will be billed to CUSTOMER via Invoice.
- d) COMPANY and CUSTOMER mutually agree that for the purposes of Arbitration, hearsay testimony is inadmissible.
- e) Should the CUSTOMER or the CUSTOMER'S Attorney want or need to communicate with the legal team and/or principal attorney of COMPANY, any such inquiry must be made in writing, via email to: [legal@dejesusindustries.com](mailto:legal@dejesusindustries.com).

*Signatures in Acknowledgement of Paragraph 16: Arbitration:*

_____	_____
CUSTOMER Signature	COMPANY Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

**17. Media and Press:**

- a) CUSTOMER authorizes COMPANY to take videos and/or pictures of the project described on this AGREEMENT.
- b) CUSTOMER agrees to allow press and major news channels on the premises/job site as authorized by COMPANY.
- c) Any and all media pertaining to the project described in this AGREEMENT is property of COMPANY and of Fifth Avenue Media Group, Inc., New York, NY, [www.realfifthave.com](http://www.realfifthave.com), a sister company to DeJesus Industries, LLC. Photos and videos may be used for any and all promotional, advertising, and marketing purposes by DeJesus Industries, LLC.
- d) CUSTOMER agrees to allow COMPANY to place COMPANY's signage on the premises/job-site.
- e) This provision serves as a full Media Release by CUSTOMER.

**18. Indemnification:**

- a) CUSTOMER shall indemnify and hold harmless COMPANY against and from any and all liability to third parties for loss or damage attributable to CUSTOMER's acts or omissions and/or the acts or omissions of Subcontractors.

**19. Confidentiality:**

- a) The PARTIES shall keep the terms and conditions of this AGREEMENT in strict confidence and therefore shall NOT disclose any information concerning this AGREEMENT to any third party, except as required by Law.

**20. Entire Agreement:**

- a) This AGREEMENT, including all appendices attached hereto, constitute the entire agreement among the Parties' and it supersedes any prior agreement or understanding among them, oral or written, all of which are hereby canceled. This AGREEMENT may not be modified or amended other than by a written document signed by both parties.

**21. Amendments:**

- a) Except as otherwise provided herein, the provisions hereof may be amended, supplemented, waived or changed, only by a writing that makes specific reference to this AGREEMENT and is signed by both Parties to this AGREEMENT.

**22. Binding Effect:**

- a) All of the terms and provisions of AGREEMENT, whether expressed or not shall be binding upon, inure to the benefit of, and be enforceable by the parties and their representatives, heirs, and permitted assigns. Any rights given or duties imposed by the estate of the deceased party shall inure to the benefit of and be binding upon the fiduciary of such decedent's estate in his/her fiduciary capacity.

**23. Severability:**

- a) If all or any portion of any clause or term of this Agreement is found to be void, unlawful or unenforceable, such void, unlawful or unenforceable clause or term shall not affect the continued validity of the remaining clause or clauses of this Agreement, which are separate and distinct. The void, unlawful or unenforceable clause or term shall be deemed revised to the least extent possible to render it enforceable while maintaining the essential understanding and agreement between the parties.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.**

By signing this AGREEMENT, CUSTOMER and COMPANY hereby agree to be bound by the terms of this AGREEMENT and all incorporated Appendixes attached hereto. CUSTOMER and COMPANY mutually agree this Agreement may be signed electronically and/or by hand and may be executed separately by the parties. Should this Agreement be signed in duplicate copies, together both copies, including all Appendixes attached hereto, shall constitute the entire AGREEMENT.

In the event of CUSTOMER being a corporate entity and the signatory hereto not entering into this agreement as CUSTOMER in their personal capacity, then the signatory hereto, on behalf of the CUSTOMER, does hereby impose and personally bind upon themselves and provide a **personal guarantee** to the obligations set forth in this AGREEMENT. If **English is not the primary language** of CUSTOMER, by signing this AGREEMENT, CUSTOMER admits to understanding the terms of this AGREEMENT as written in English and if necessary, has had the opportunity to have this AGREEMENT translated into CUSTOMER's primary language prior to signing this AGREEMENT.

\_\_\_\_\_  
Signature of CUSTOMER

\_\_\_\_\_  
Signature of COMPANY

\_\_\_\_\_  
Name of CUSTOMER

\_\_\_\_\_  
COMPANY Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Bank Transfer and Credit Card Authorization Form**

1. Should CUSTOMER agree to make payments under this AGREEMENT via wire transfer and/or electronic debit of CUSTOMER's bank account, CUSTOMER shall provide to COMPANY his/her/their Account Number and Routing Number.

Account Number	
Routing Number	
Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Consumer <input type="checkbox"/> Savings <input type="checkbox"/> Business

2. Should CUSTOMER agree to make payments under this AGREEMENT via Credit or Debit Card, CUSTOMER shall provide to COMPANY his/her/their Credit or Debit Card information.

Card Type	
Name on Card	
Card Number	
CVV	
Expiration Date	

3. I authorize DeJesus Industries to electronically debit my bank account according to the terms outlined below. I acknowledge the that electronic debits against my account bust comply with United States Law.

4. Terms of Billing:

One time on \_\_\_\_\_ for the amount of \_\_\_\_\_,

Starting on \_\_\_\_\_ and on the \_\_\_\_\_ of each month through \_\_\_\_\_ for the amount of \_\_\_\_\_, or

Starting on \_\_\_\_\_ for the amount of \_\_\_\_\_ and accordingly thereafter per the terms in invoice(s).

5. This payment authorization is to remain in effect until CUSTOMER notifies DeJesus Industries of its cancellation by giving written notice in enough time for COMPANY and receiving financial institution to have a reasonable opportunity to act on it or upon full payment of invoice(s) by CUSTOMER.

\_\_\_\_\_  
Signature of CUSTOMER

\_\_\_\_\_  
Name of CUSTOMER

\_\_\_\_\_  
Date

CUSTOMER Initials: \_\_\_\_\_