

### Hold Harmless Agreement for Commercial Roll-off Container Equipment

The undersigned property owner(s) or authorized representative of the property owner

Name \_\_\_\_\_

(Hereinafter “Lessee”) does hereby agree, in exchange for the lease of any commercial roll-off container(s), hereinafter “equipment” provided by the Sanitation Division, hereinafter “County” and for other valid consideration, to indemnify and hold harmless the County, its agents, servants and employees from all claims and liability which may be made against the County for the County’s rental of the equipment to Lessee. During the rental period, said equipment shall be located at the following address: \_\_\_\_\_

The addressee above willingly and knowingly assumes any and all risk, and known accidents, anyway associated with the rental and use of the equipment.

In accordance with the terms of this agreement, the Lessee shall immediately report any accident claims or damage related in any way to the rental or use of the equipment to the County, and deliver to the County by certified mail to - **DeKalb County Sanitation Division, 3720 Leroy Scott Drive, Decatur, GA 30032, Att: Division Director** - a copy of all processes, pleading notices or papers of any kind received by the Lessee or any other operator or agent of the Lessee relating to any claim, suit or proceeding connected with any accident or event involving the equipment.

Lessee hereby agrees to **RELEASE, INDEMNIFY AND HOLD HARMLESS**, to the fullest extent permissible by law, the County, its officials, officers, employees and agents, from any and all losses, liabilities, damages, injuries, claims, cost and expenses of every character whatsoever, including without limitation: **(1)**. Demands arising from injuries or death of persons, including officials, officers, employees and agents of Lessee or County; **(2)**. Claims or liabilities to third parties arising out of the abandonment, conversion, secretion, concealment, or unauthorized sale of the equipment by the Lessee or its operator, agents or employees, or the confiscation of the equipment by any government authority for illegal or improper use of said equipment; and **(3)**. Damage to property arising directly or indirectly from the obligation herein undertaken, or out of, or connected with the possession, maintenance or use of the equipment. The provision of the indemnity described herein shall apply regardless of whether the Lessee’s negligence, active or passive, contributed in any way to alleged injury or harm, and shall not be limited.

I have read the above and agree to the terms contained in this agreement.

Lessee Signature \_\_\_\_\_ Date \_\_\_\_\_

Lessee Address \_\_\_\_\_

### Cancellation and Refund Policy

If for any reason, the resident or business owner decides to cancel the roll-off rental at least one business day prior to the scheduled delivery date of \_\_\_\_\_, the resident or business owner will receive a full payment refund. Upon delivery of the roll-off to the delivery address, **NO REFUNDS WILL BE ISSUED.**



Sanitation Division Administrative Office



10-yard roll-off container



Commercial Roll-off Container



CNG Station – Seminole Road Landfill



Sanitation Division CNG Fleet

Glass Recycling Program

### Customized Commercial Recycling Programs

DeKalb County School District  
DeKalb Senior Center Recycling Program  
Institutions of Higher Education Recycling Program  
And more

## Commercial Roll-off Container Application

Date \_\_\_\_\_

Name \_\_\_\_\_

Service address \_\_\_\_\_

City/State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### Delivery Information

Scheduled delivery date \_\_\_\_\_ Work order # \_\_\_\_\_

Scheduled removal date \_\_\_\_\_ Work order # \_\_\_\_\_

Size of container \_\_\_\_\_

Instructions for placement \_\_\_\_\_

Customer signature \_\_\_\_\_ Date \_\_\_\_\_

*Roll-off containers are delivered within two to three business days after payment is received. Containers are available for a two-week rental period, and should not be used in place of normal long-term commercial garbage service.*

### For Office Use Only - Payment Information

Account # \_\_\_\_\_

Form of payment: Cash Card Check  
(Please circle one)

Total amount paid \$ \_\_\_\_\_ Receipt #/Check # \_\_\_\_\_

Service request # \_\_\_\_\_ Rte \_\_\_\_\_

### Cancellation and Refund Policy

*If for any reason a request is submitted to cancel the container rental at least one business day prior to the scheduled delivery date of \_\_\_\_\_, a full payment refund will be issued. Refunds will only be processed for container cancellation requests received in a timely manner. Once the container has been delivered to the requested address, NO REFUNDS WILL BE ISSUED.*