
DUMP TRUCK RENTAL AGREEMENT

Name _____

Address _____

Phone _____

Reservation Date _____

TERMS AND CONDITIONS

This Agreement is entered into between the City of Buhler ("City") and the undersigned renter ("Renter") for the temporary use of a City-owned dump truck for a \$20.00 fee.

1. ELIGIBLE USE

The dump truck is provided solely for residential use within the City of Buhler. Only materials authorized for disposal at the Buhler Landfill may be placed in the truck, including clean lumber, grass clippings, leaves, and brush. Only one set of items at a time.

The following materials are strictly prohibited: Household trash, Construction debris not accepted by the landfill, Appliances,, Tires, Hazardous materials, Chemicals, paints, oils, or fuels, Concrete, brick, or masonry materials., and any material prohibited by City policy or landfill regulations

The City reserves the right to refuse service, remove prohibited materials at the renter's expense, and deny future rentals.

2. DELIVERY AND PICKUP

The City will deliver the dump truck to the renter's property at and retrieve it at a time determined by the City. The renter shall not move, operate, tow, or otherwise relocate the vehicle. The truck shall remain in the location designated by City personnel throughout the rental period.

3. PROHIBITION ON OPERATION

Under no circumstances shall the renter or any other person enter, start, operate, drive, move, climb upon, or otherwise use the dump truck or its controls. Any unauthorized operation or entry into the vehicle's cab shall constitute a material breach of this Agreement and may result in liability for damages, termination of rental privileges, and any other remedies available to the City.

4. RESPONSIBILITY FOR DAMAGE

The renter accepts full responsibility for the dump truck during the rental period and shall be liable for any loss, damage, destruction, vandalism, misuse, or excessive cleaning required while the vehicle is located on the renter's property. The renter agrees to reimburse the City for the full cost of repair or replacement of any damaged property, including but not limited to: Dump bed, Tailgate, Hydraulic systems, Tires and wheels, Mirrors, Lights, Windshield and windows, Body panels, Paint, Cab and interior components , Seats, flooring, dashboard, controls, and instruments, and any other equipment or accessories attached to the vehicle

The renter shall also be responsible for costs associated with towing, recovery, inspection, administrative expenses, disposal of prohibited materials, and any other costs incurred by the City as a result of damage or misuse.

5. ASSUMPTION OF RISK

The renter acknowledges that loading and unloading materials involves inherent risks, including property damage, personal injury, and death.

The renter voluntarily assumes all risks associated with use of the dump truck and any activities related to loading or unloading materials.

6. RELEASE OF LIABILITY

To the fullest extent permitted by law, the renter releases, waives, and discharges the City of Buhler and its elected officials, officers, employees, volunteers, agents, and representatives from any and all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses arising out of or related to the renter's use of the dump truck or participation in activities associated with the rental.

7. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the renter agrees to indemnify, defend, and hold harmless the City of Buhler and its elected officials, officers, employees, volunteers, agents, and representatives from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, settlements, costs, and expenses, including reasonable attorney fees, arising out of or related to: The renter's use of the dump truck; Any injury to persons or damage to property occurring during the rental period; The renter's violation of this Agreement; or The placement of prohibited materials in the truck.

8. CITY'S RIGHT TO TERMINATE

The City reserves the right to cancel, deny, terminate, or modify any reservation at its sole discretion. If the City cancels a reservation prior to delivery, the rental fee shall be refunded.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

ACKNOWLEDGMENT

By signing below, I acknowledge that I have read, understand, and agree to all terms and conditions contained in this Agreement. I further acknowledge that I am legally responsible for any damage to the dump truck, including the vehicle's cab and interior, occurring during the rental period.

Renter

Signature _____

Printed Name _____

Date _____

City of Buhler Representative

Signature _____

Printed Name _____

Date _____

Rental Fee Received
☐ Yes ☐ No

Date Paid _____

Received by _____