

Greentree Solid Waste Authority
PO Box 2405 / 26590 US Hwy 70
Ruidoso Downs, NM 88346-2405
*(575) 378-4697 * Fax (575) 378-4896*

SERVICE AGREEMENT

CODE 3149

NON-HAZARDOUS WASTE

Roll Off Container Rates:

To be filled out by GSWA representative only:

Deposit:	<input type="checkbox"/> \$200.00 Deposit	<input type="checkbox"/> Copy of Contractor's license Provided (No deposit required)
Delivery Fee:	Depending on location fees are \$0.00, \$50.00, \$75.00, \$100.00 (additional fee if container is relocated) \$4.50 Fuel Surcharge.	
Daily Rental:	No charge if roll-off is pulled at least once every ten days \$2.00 per day charge if roll-off is <u>not</u> pulled at least once every ten days	
Disposal:	<i>Call for price</i> plus tipping fees of \$15.05 per ton (for every container emptied) + \$15.00 Fuel Surcharge For disposal at nonmember landfill, the going rate will apply	

Please Print or fill out and submit with the button at the end of the page.

Company Name: _____

ATTN: _____

DELIVERY LOCATION/PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ **STATE/ZIP CODE:** _____

PHONE NUMBER: _____ **ALTERNATE PHONE:** _____

CONTACT PERSON: _____

COMMENTS: _____

By signature, Customer confirms the truth and completeness of the information contained herein and confirms they have read all terms and conditions of this Agreement including current rates as listed above and the reverse side*.

In the event of unauthorized signature on behalf of a customer, the undersigned agrees to be personally liable for amounts not paid when due.

PRINT NAME

DATE

AUTHORIZED SIGNATURE

TITLE

GSWA REPRESENTATIVE

TITLE

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT

ROLL OFF CONTAINER SERVICE AGREEMENT

By submitting this agreement by E-mail or fax, you confirm that you have read and understand the terms and conditions of this agreement and agree to be bound by them.

ADDITIONAL AGREEMENT TERMS

PURPOSE & OBLIGATIONS OF AGREEMENT

GSWA will provide Customer with safe roll-off containers for the storage of legal waste. The containers are the property of GSWA and Customer shall have no right, title or interest in the equipment apart from the Customer's use for the storage of solid waste pending collection by GSWA. Customer agrees to promptly notify GSWA if the equipment is damaged or unsafe. *If Customer directly or indirectly permits GSWA's equipment to be modified, altered, damaged, made deliberately inaccessible to GSWA, removed, hidden, stored or otherwise maliciously interfered with, Customer shall pay for all damage, loss of use, storage fees, delivery costs, and attorney's fees in regaining possession of the equipment and restoring it to its normal working condition, or at GSWA's option, Customer shall pay for the current replacement value of equipment.

TERM OF AGREEMENT

The term of this Agreement will begin on the date of signing and will remain in full force and effect for twelve (12) months. The Agreement shall automatically renew for an additional twelve (12) month period unless either party gives written notice to the other sixty (60) days prior to the end of the Agreement term.

RATES

SEE REVERSE SIDE OF DOCUMENT

*Disposal and tipping fees may periodically be adjusted in an amount equal to unit increases in disposal, operational or fuel costs.

Billing statements itemizing daily rental fees, disposal fees, tipping fees, and equipment maintenance fees will be provided to the Customer each month. Payment is due ten (10) days from the date of receipt of the invoice. Late payments will be assessed a late fee and finance charge not to exceed the maximum rates allowed by law. Failure to pay will result in discontinuation of the Agreement and possible legal action.

LEGAL EXPENSES

In the event legal action is brought to enforce or construe any term of the Agreement, the prevailing party will be entitled to recover, in addition to any other damages or awards, all reasonable legal costs and fees associated with this action.

INDEMNITY

Customer agrees to hold harmless and indemnify GSWA against all claims, lawsuits and any other liability of injury to persons or damage to property or the environment connected with or arising out of Customer's, Customer's employees, and Customer's agents' use of the equipment. Customer agrees to indemnify and hold GSWA harmless from all liability incurred by GSWA as a result of non-legal waste which was placed in the GSWA's container by Customer or under Customer's care and control.

CHANGES TO THE AGREEMENT

Changes in the size of containers, frequency of pick-ups, and charges for service may be agreed to orally or in writing. Consent to oral changes shall be evidenced by the actions and practices of the parties and specifically by Customer paying GSWA's invoice which reflects such changes.

HAZARDOUS WASTE

"Legal Waste" is waste GSWA can legally dump in a sanitary landfill and does not include hazardous or toxic waste.* Title to legal waste shall pass to GSWA upon pick-up. Title to all other waste shall remain with the Customer, who agrees to be responsible for all injury to persons or damage to property or the environment which is caused by non-legal waste which was deposited in a GSWA's container.

*Hazardous and Toxic waste is defined by the U. S EPA, the Resource Conservation and Recovery Act and state and local law. As used in this Agreement, Hazardous and Toxic waste includes waste within the statutory and regulatory definitions and specifically includes radioactive, volatile, highly flammable, explosive, biomedical, liquid waste, sludge, industrial waste, pollution control waste, residue from the cleanup of a spill or release of chemical substances, contaminated soil, chemical wastes, anything contaminated with poly-chlorinated biphenyl (PBC's) or asbestos, pumping from septic tanks, outdated, contaminated, or banned chemicals or commercial products (including items removed from the market place by consent following allegations of safety by any governmental regulatory body), animal wastes and/or body parts, grease trap residues, closed cartridge filters from dry-cleaning establishments and other similar wastes.

WEIGHT

If Customer overloads container Customer will be responsible for unloading roll-off to legal weight. Customer has been advised that container weight limit will be reached by filling roll-off half (1/2) full with materials such as dirt, concrete, brick, gravel, and earth debris. All citations paid by GSWA due to over-weight filling of a roll-off will be charged back to Customer.

MISCELLANEOUS

This agreement is binding on the parties, their successors and assigns.

If conflict arises, handwritten or typed provisions shall govern over printed provisions.