



### 7-Day Container Agreement

Company or Individual Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Billing Address, if different: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Property Manager/Landlord Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Manager/Supervisor/Job-site contract: \_\_\_\_\_ Cell: \_\_\_\_\_

Date Container Needed: \_\_\_\_\_

Desired Location/Placement of Container: \_\_\_\_\_

Anticipated use of container: \_\_\_\_\_

(Ex: construction, demolition, garage cleanout, refuse, tearing out driveway, etc.)

#### Contract Prices

Item Description	Price	Unit
10-yard Rental Fee	\$275.00	7 days, includes 8 tons
20-yard Rental Fee	\$300.00	7 days, includes 8 tons
30-yard Rental Fee	\$350.00	7 days, includes 8 tons
40-yard Rental Fee	\$450.00	7 days, includes 8 tons
Trip Fee	\$110.00	Per load
Disposal Fee	\$27.50	Per ton
Daily Rental Fee	\$5.00	Per day after 7 days

By signing this 7-Day Container Agreement, I acknowledge that I have read, understand, and agree to the 7-Day Container Agreement and Disclaimer and Liability Addendum attached hereto, and that I have the authority to sign this Agreement on behalf of the Customer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Credit card authorization:

Credit card number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CCV: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature for credit card charge(s)

\_\_\_\_\_  
Date

**7-DAY CONTAINER AGREEMENT  
TERMS AND CONDITIONS**

**ARTICLE I RENTAL PERIOD, PAYMENT, AND TERMINATION.**

**A. Effective Date, Term, and Termination of Agreement.**

The initial term for this Agreement between the City of Yukon and the Customer is for 7 days from the effective date, which is the placement date of the container except as otherwise agreed, unless the customer requests additional days. A Daily Rental Fee will be assessed beginning on the 8<sup>th</sup> day after the effective date of this Agreement. This Agreement shall remain in full force and effect thereafter until otherwise requested by the Customer on an as-needed basis and shall terminate upon Sanitation Services removing the container from the service address and emptying the legal waste at the sanitary landfill site.

**B. Payment.**

Rental fees are due prior to the delivery of the container(s) at the service address, and Customer agrees to provide the City of Yukon with a valid credit card prior to delivery of the container(s). Rental fees include delivery of container and disposal of up to eight (8) tons of material. Any additional service requests will incur Trip Fees and Disposal Fees. The Disposal Fee for overage of material beyond the included eight (8) tons will be charged to your credit card upon completion of services.

**ARTICLE II ADDITIONAL FEES AND COSTS**

**A. Trip Fee.**

The City of Yukon charges a Trip Fee for all service trip attempts. This Trip Fee applies when a container is unable to be dropped off or picked up for the following reasons, including but not limited to: overloaded containers, low-hanging power lines or tree branches, cars or any items or materials blocking access to pick up or drop off container, open door on a container, material exceeding capacity of container including, but not limited to, materials hanging over sides of container or causing container to be too heavy to be removed, locked gates or fences, inaccessible driveways or parking lots. Customer agrees to provide unobstructed access to the container(s) at all times on scheduled collection days or trip requests.

**B. Credit Card Cancellation Fee.**

The City of Yukon will charge a \$25.00 fee to cancel your order and refund your credit card. This fee only applies to orders that have already been processed and charged.

**ARTICLE III PRICE ADJUSTMENTS**

**A. Price Adjustments.**

Contract pricing will be adjusted periodically. Any such increase shall be based upon the annual Consumer Price Index (CPI) increase, all items annual average percent change for the Southern Region as published by the Bureau of Labor Statistics. Any increase may also be based upon the actual increase in fuel or operation costs and the actual increases in the sanitary landfill costs. Charges may be agreed orally or in writing. Consent to oral agreements may be evidenced by the course of action and practices of the parties, including but not limited to, the Customer paying the City of Yukon's invoice which reflects such changes.

**ARTICLE IV. DUTIES AND LIABILITIES**

**A. Duties and Liabilities, Generally.**

Sanitation Services will furnish containers in good working condition for the storage of legal waste. Containers are the property of the City of Yukon and Customer shall have no right, title, or interest in the container apart from its use for the storage of legal waste pending collection pursuant to this Agreement. Customer accepts responsibility for the safe use of the container by Customer and those it authorizes to load legal waste therein. Customer agrees to notify Sanitation Services promptly should the container become damaged or unsafe for any reason. If Customer directly or indirectly permits City of Yukon's container to be modified, moved, altered, damaged, made deliberately inaccessible, removed, hidden, stored, or otherwise maliciously interfered with, Customer shall pay for all damage, loss of use, storage fees, delivery costs, and/or attorney fees in regaining possession of the container and returning it to its normal working condition, or, at the City of Yukon's option, Customer shall pay for the replacement value of the container.

**B. Liabilities, Delivery and Pick-up of Containers, and Acts of God.**

Sanitation Services makes every effort possible to ensure timely and reliable delivery and pick-up of containers. However, we cannot guarantee delivery times or dates. Inclement weather, hazardous roads, and/or driving conditions, motor vehicle accidents, delays at landfills, equipment failures, etc., happen occasionally and the City of Yukon is not responsible for delays.

### **C. Indemnification.**

Customer agrees to defend, hold harmless, and indemnify the City of Yukon against all claims, lawsuits, and any other liabilities of personal injury or damage to property, directly, indirectly, or incidental, connected with or arising from Customer's (including Customer's employees and agents) use of equipment.

Customer warrants that Customer's pavement, concrete, sub-grade, curbing, etc., are sufficient to bear the weight of the container itself, equipment, and vehicles used to service the container. The City of Yukon shall not be responsible for any such damages and Customer agrees to assume all liability for any such damage resulting from the weight of the container(s), vehicles used to service the container(s), and/or equipment providing services at Customer's location.

Further, Customer agrees to indemnify and hold harmless the City of Yukon for any item, object, and/or substance that Customer puts in the City of Yukon's container which is not legal waste, as defined herein.

## **ARTICLE V.**

### **DEFINITIONS.**

#### **A. Definitions.**

The term legal waste means all solid waste which Sanitation Services can deposit in a sanitary landfill and does not include hazardous or toxic wastes as defined by the U.S. Resource Conservation and Recovery Act. Title to legal waste shall pass to the City of Yukon upon pick up. Title to all other waste shall remain with Customer who agrees to be responsible for all injury to persons or damage to property or the environment which is caused by anything placed in the City of Yukon's container(s) which is not legal waste.

The terms hazardous waste and toxic waste are defined as by the U.S. Environment Protection Agency, the Resource Conservation and Recovery Act and various state and local laws and restrictions. As used in this Agreement, hazardous and toxic waste includes, but not limited to, within the statutory and regulatory definitions and specifically includes: radioactive, volatile, highly flammable, explosive, biomedical, liquid waste, sludge, waste from any industrial service, waste from a pollution controlled process, residue from the cleanup of a spill or release of chemical substances, contaminated soil, chemical waste, anything contaminated with poly-chlorinated biphenyl (PCBs), asbestos, pumping from septic tanks, outdated or contaminated or banned chemicals or commercial products (including items removed from the marketplace 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. Customer agrees to be solely liable for any and all required remedial action attributable to any of this material being picked up and transported.

## **ARTICLE VI.**

### **USE OF CONTAINERS**

#### **A. Loading and Weight**

The contents of a container must be at or below the height of the container. This is necessary to ensure that the Sanitation Service driver can safely cover and secure the load and prevent spillage during the loading process of the container.

Customer shall not overload the container and understands that the maximum legal weight limit for each container is ten (10) tons. If overloaded, Customer shall be responsible for unloading container to legal weight. Customer acknowledges being informed that filling a container approximately one-third (1/3) full (approximately ten (10) cubic yards) with heavy material such as shingles, dirt, concrete, brick, gravel, etc., will reach the weight limit of the container. All fees, fines and/or citations paid by the City of Yukon due to over-weight filling of a container will be charged back to the Customer.

#### **B. Limitations of Containers.**

As previously specified, the maximum legal weight limit for each container is ten (10) tons. Containers are not completely leak proof due to their design and function. Customer shall be aware that small waste could slip through the cracks of the rear door of the container, and Customer shall secure and properly dispose of all loose waste. For this same reason, no liquids of any kind shall be put in the containers. The driver is not responsible for cleaning up spillage of loose waste, refuse, liquids, or spillage due to overflow.

Containers are designed for gravity emptying by raising one end of the container higher than the other end. If Customer loads the container with material that will not empty in accordance with the container's design, the container will be returned to Customer with the material still in the container. The removal of such material will be the Customer's responsibility. The container will not be emptied until the material is removed. If not removed at the termination of this Agreement, Customer shall be billed for the removal of materials including, but not limited to, dried cement, glue, mud, residue, etc.

## **ARTICLE VII.**

### **ENTIRE AGREEMENT**

#### **A. Entire Agreement of the Parties.**

This Agreement between the parties, The City of Yukon and Customer, is the entire and complete agreement of the parties. This Agreement shall be legally binding on the parties, their respective heirs, successors, and permitted assigns in accordance with the terms and conditions set out herein.

**City of Yukon  
7-Day Container Agreement**

**DISCLAIMER AND LIABILITY ADDENDUM**

**I. LIABILITY AS TO CUSTOMER'S PROPERTY**

Customer agrees to defend, hold harmless, and indemnify the City of Yukon against all claims, lawsuits, and any other liabilities of personal injury or damage to property, directly, indirectly, or incidental, connected with or arising from Customer's (including Customer's employees and agents) use of equipment.

Customer warrants that Customer's pavement, concrete, sub-grade, curbing, etc., are sufficient to bear the weight of the container itself, equipment, and vehicles used to service the container. The City of Yukon shall not be responsible for any such damages and Customer agrees to assume all liability for any such damage resulting from the weight of the container(s), vehicles used to service the container(s), and/or equipment providing services at Customer's location.

The City of Yukon neither expressly nor implicitly makes any assertion as to the quality and/or sufficiency of the pavement, concrete, sub-grade, curbing, etc., of Customer's property and/or location by placing a container pursuant to this Agreement. Customer is wholly responsible for understanding the use, sufficiency, and quality of the his or her property and/or location for the container and Customer agrees not to hold the City of Yukon responsible and/or liable for any such damages and thereby Customer assumes all liability for any such damages caused by the container.

**II. LIABILITY AS TO USE OF CONTAINER**

Further, Customer agrees to indemnify and hold harmless the City of Yukon for anything Customer puts in the City of Yukon's container which is not legal waste, as defined in the Agreement and the Terms and Conditions to which the this Addendum is attached.

**III. UNDERSTANDING OF TERMS**

By signing this Disclaimer and Liability Addendum, Customer acknowledges that Customer has read, understands, and agrees to the terms and conditions therein and that it is incorporated into the 7-Day Container Agreement between the City of Yukon and Customer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date