



## Month-to-Month Container Agreement

### CUSTOMER INFORMATION

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 contact: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MONTH-TO-MONTH CONTAINER AGREEMENT  
TERMS AND CONDITIONS**

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

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

This is a Month-to-Month Container Agreement ("Agreement") entered into by the municipality incorporated as the "City of Yukon, Oklahoma" ("City of Yukon") and the party identified on the above and foregoing Customer Information page ("Customer").

The initial term for this Agreement between the City of Yukon and the Customer is for thirty (30) days from the effective date, which is the placement date of the container except as otherwise agreed, and shall continue from month-to-month until termination of this Agreement in accordance with the terms and conditions herein. This Agreement shall remain in full force and effect thereafter until either party provides notice of termination in accordance with the terms and conditions of this Agreement and/or until a breach of the terms and conditions of this Agreement.

**B. City of Yukon Utility Account Required; Payment.**

Customer agrees to have a utility account with the City of Yukon. The City of Yukon shall bill Customer each month for services provided pursuant to this Agreement to Customer's utility account.

Payments shall be received in the office of the City Clerk of the City of Yukon by the 15<sup>th</sup> day of the month following the month that the service was provided, or the next business day if the 15<sup>th</sup> is on a weekend or City of Yukon recognized holiday. Online payments must be made by midnight on the due date to be considered on time. The City of Yukon, if not paid promptly, shall assess a delinquent charge at 10% of the outstanding balance and has the option of removing the container from the service address, seeking legal recourse for collection of fees, if necessary, and reserves the right to collect from the Customer the maximum interest allowed by law, and a reasonable attorney fee incurred to collect unpaid balances.

**C. Notice and Termination.**

Customer agrees that either party may terminate this Agreement by providing notice of its intent to terminate the agreement in writing at least two (2) weeks in advance. Customer further agrees that either party may terminate the Agreement for any reason whatsoever.

Customer further agrees that Customer's breach of this Agreement, including but not limited to failure to make monthly payments, effectively terminates this Agreement, waives Customer's right to notice of termination, and the City of Yukon shall be entitled to retrieval of the container immediately without notice to Customer.

**ARTICLE II ADDITIONAL FEES AND COSTS**

**A. Minimum Monthly Service Trip.**

The City of Yukon shall make a minimum of one (1) service trip per month and Customer agrees to the minimum of one (1) service trip per month.

**B. Trip Fee per Service Trip.**

The City of Yukon shall charge a Trip Fee of \$110.00 per service trip for each service trip attempt, including but not limited to, the minimum one (1) service trip per month, and Customer agrees to pay all Trip Fees for all service trip attempts. This Trip Fee shall apply to all service trips and shall apply 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.

**C. Disposal Fee.**

The City of Yukon shall charge a disposal fee of \$27.50 per ton for solid waste disposed by the City of Yukon through the course of providing services pursuant to this Agreement, and Customer agrees to pay said disposal fee.

**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. Liability and 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 anything 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.

The term "Customer" refers to the individual and/or company leasing a container pursuant to this month-to-month agreement.

The term "City of Yukon" refers to the municipality incorporated as the "City of Yukon, Oklahoma".

**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 container, and the contents therein, 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 over the maximum legal weight limit, Customer shall be responsible for unloading the 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 a container being burdened beyond the legal weight limit shall be charged back to the Customer, and Customer agrees to pay said fees, fines, and/or citations.

**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 agrees to retrieve and secure all loose waste and properly dispose of said waste in accordance with City Ordinance. For this same reason, Customer agrees that no liquids of any kind shall be put in the containers. The driver is not responsible for cleaning up spillage of loose waste, 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 dump 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 the Agreement, Customer will 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, including additional terms, conditions, and addendums attached thereto, 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  
Month-to-Month 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 Month-to-Month Container Agreement between the City of Yukon and Customer.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_