

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

Charge Account Service Agreement

Company Name: _____

Physical Address: _____

Mailing / Bill To Address: _____

City: _____ State: _____ ZIP: _____ E-Mail: _____

Phone No. _____ Ext. _____ Alt. Phone: _____ Ext. _____ Fax No. _____

Contact Person: _____

Alt. Contact Person: _____

COMMENTS: _____

By signature below the customer confirms that the information given above is true, complete and accurate. It additionally confirms that they have received a copy of, read, understood and agree to the terms and conditions of the GSWA Service Agreement provided.

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

PRINT NAME

AUTHORIZED SIGNATURE

DATE

GSWA REPRESENTATIVE

ADDITIONAL AGREEMENT TERMS

Term and Termination. This Agreement entered into on this date and between Greentree Solid Waste Authority (GSWA) and Customer as set forth on the reverse side shall last for a term of twelve (12) months and automatically shall be renewed for additional twelve month periods, unless either party gives notice to the other by written notice at least sixty (60) days prior to the end of the term. However, Customer may cancel if Customer no longer requires service for the collection and disposal of waste through discontinuance of its business, or if Customer relocates outside the GSWA's service area, or similar reason, by giving written notice to GSWA at least sixty (60) days prior to the intended termination date. GSWA, if not paid timely, has the option of terminating this Agreement by giving notice to Customer and/or initiating legal action to collect past due amounts.

Duties and Liability. When deemed necessary, GSWA will furnish safe containers (polycarts, roll-off or dumpster) for the storage of legal waste until it is removed. Such containers are the property of GSWA and Customer shall have no right, title or interest in the equipment apart from its use for the storage of solid waste pending collection pursuant to this Agreement. Customer accepts responsibility for the safe use of the equipment by Customer and those it authorizes to load solid waste therein. Customer agrees to notify GSWA promptly should the equipment become damaged or unsafe for any reason. 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 then current replacement value of the equipment which then shall be deemed to be property of Customer.

Payments and Additional Charges. Billing for service provided by GSWA, including all charges for equipment maintenance will be monthly. Terms of payment are ten (10) days from date of invoice. A late charge and a finance charge, not to exceed the maximum rates provided by law may be imposed if timely payment is not made. GSWA, if not paid timely has the option to seek legal action as means of collecting charges due and/or by revoking Customer's credit terms. Customer will provide clear access to all GSWA provided containers on collection days. If any container is blocked so as to prevent a pick up, Customer will be notified and one additional return for pick up will be made. Any additional returns in attempting a pick up will be charged as a "relocation" for roll-offs and as an "extra pick up" for dumpsters or polycarts. Charges for "drop-off" service will be on a case-by-case basis.

Price and RESPONSIBLE PARTY: Whoever signs this Agreement as the "authorized signature" and whose name is printed above the signature shall be considered to be the individual responsible for payment on the Agreement.

Service Adjustments. The Agreement price will be adjusted periodically in an amount equal to any equivalent unit increase to disposal, operational or fuel costs to reflect the increase in the unit cost of waste disposal services. Any such unit cost increases shall be measured by (a) actual cost increases of fuel or operational expenses and (b) actual increases in sanitary landfill costs. Changes in the size of containers, units of measure, frequency of pick-ups, and/or charges for services 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 that reflects such changes.

Indemnity. Customer agrees to defend, 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 (including Customer's employees and agents) use of the equipment or by any breach of any warranty by Customer. Customer agrees to indemnify and hold harmless from all liability incurred by GSWA for anything Customer puts in GSWA's container which is not legal waste as herein defined.

Miscellaneous. This agreement is binding on the parties and their successors and assigns. If there is any conflict between handwritten or typed and printed provisions, the hand written or typed provision shall govern.

Hazardous Waste. The term "legal waste" means solid waste which GSWA legally can dump 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 GSWA 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 GSWA's container which is not legal waste.

Hazardous and Toxic Waste is defined by the US-EPA, the Resource Conservation and Recovery Act and by various state and local laws and restrictions. As used in this agreement, Hazardous and Toxic waste includes all wastes within the statutory and regulatory definitions, specifically: radioactive, volatile, highly flammable, explosive, biomedical, liquid waste, sludge, industrial waste, pollution control waste, hazardous spill cleanup residue, contaminated soil, chemical wastes, anything contaminated with poly-chlorinated biphenyl (PCB) or asbestos, pumping from septic tanks, outdated, 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.