

GREENTREE SOLID WASTE AUTHORITY

26590 Hwy 70* P.O. Box 2405* Ruidoso Downs, NM 88346

575-378-4697 * Fax 575-378-4896

Dumpster/Poly Cart SERVICE AGREEMENT Non-Hazardous Waste

ACCT #: _____

Name of Company: _____ ATTN: _____

Location/Physical Address: _____
(Please Print)

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Alternate Phone Number: _____

Contact Person: _____ E-Mail: _____

OFFICE USE ONLY

Service: _____

DATE DELIVERED: _____ ACTUAL BILLING START DATE: _____

QTY: _____ SIZE: _____ # PICKUP PER WEEK: _____ TOTAL: _____ + FSC + TAX = _____

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CHANGES: REQUESTED BY: _____ DATE CHANGED: _____ TAKEN BY: _____

QTY: _____ SIZE: _____ # PICKUP PER WEEK: _____ TOTAL: _____ + FSC + TAX = _____

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PRINT NAME _____ AUTHORIZED SIGNATURE _____

GSWA REPRESENTATIVE SIGNATURE _____ TITLE _____ DATE _____

COMMENTS: _____

OFFICE USE ONLY: MAP: _____ RC: _____ FILE: _____ BILLING: _____

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

Additional Agreement Terms Continued From Other Side

Term and Termination: This Agreement entered into on this date and between GSWA and Customer as set forth on the reverse side shall be perpetual based upon the 1991 JPA and automatically shall be renewed every year. However, Customers 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, by giving written notice to GSWA at least ninety (90) days prior to the intended termination date. GSWA, if not paid timely, has the option of this Agreement by giving notice to Customer or by ceasing to pick up customer's waste and/or filing lien.

Member Entities: (Service Areas) Per Member Entity 1991 Joint Powers Agreement Ordinances, GSWA is the sole source provider inside member boundaries. Members of the 1991 JPA include County of Lincoln S.A. 01-2016, City of Ruidoso Downs, Town of Carrizozo, Village of Capitan & Village of Corona.

Duties and Liability: GSWA will furnish safe containers (poly carts, 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 twenty days (20) 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 of terminating this Agreement by giving notice to Customer or by ceasing to pick up Customer's waste. Customer will provide clear access to all 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 pickup will be charged as a relocation fee for roll-offs and as an "extra pick up" for dumpsters.

Price and 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 increases in the unit price of the collection services. Any such unit cost increases shall be measured by (a) actual increases of fuel or operational costs and (b) actual increases in the sanitary landfill costs. Changes in the size of containers, frequency of pick-ups, unit of measure 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.

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.

Attorney Fees. If either party brings legal action to enforce its rights under this agreement, the prevailing party will be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with the action and any appeal.

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.

Additional Services: Poly carts are designed for gravity emptying by raising one end higher than the other end. If Customer loads GSWA's container with waste that will not drop in accordance with the equipment's design the container will be returned to Customer with waste still in it. The removal of such material will be Customer's responsibility and if not removed at the termination of this Agreement Customer will be billed for the removal of such material. [Examples of the type of material for which this additional labor costs will be incurred include the removal of dried cement, glue or any other material that would adhere to the container].

Weight: Customer will not overload the containers and if overloaded will be responsible for unloading roll-offs to legal weight and dumpsters to lift weight. Customer acknowledges being informed that filling a roll-off approximately half-full $\frac{1}{2}$ or filling a dumpster one-third full $\frac{1}{3}$ with material such as dirt, concrete, brick, gravel, and earth debris will reach that weight limit of the container. All citations paid by GSWA due to over-weight filling of a roll-off will be charged back to Customer.

1) The Consumer Price Index published by the U.S. Department of Labor Statistics (all items).

2) Hazardous and toxic waste is defined by the United States Environmental Protection Agency, the Resource Conservation and Recovery Act and various state and local laws and regulations. As used in this Agreement, Hazardous and toxic waste includes all wastes within the statutory and regulatory definitions and specifically includes radioactive, volatile, highly flammable, explosive, biomedical, liquid waste, sludge, waste from an industrial process, waste from a pollution control process, residue from the cleanup of a spill or release of chemical substances, contaminated soil, chemical wastes, anything contaminated with poly-chlorinated biphenyls (PCB's) or asbestos, pumping from septic tanks, outdated or 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 or body parts, grease trap residues, closed cartridge filters from dry-cleaning establishments and other similar wastes.