MASON COUNTY
GARBAGE & RECYCLING

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Container Service Contract – Permanent
Kitsap, One Yard

Thank you for your interest in using Mason County Garbage's container service. The charges for container service, and all related service terms, are outlined below. For ease of reference, Mason County Garbage is referred to as "Company".

CONTRACT TERMS AND CONDITIONS

1. **Monthly Service Charges**:

1- yard container $33.24 every other week pick up
1-yard container $66.47 weekly pick up
and $8.47 per month lease
Upon request, Company can supply a lock and chain for securing the lids.
There is an unlock/lock charge of $2.53 per pick up.
Extra pick ups on scheduled pick up days $15.34

If container is filled above the container fill line (Lids do not close securely) materials will be charged at the following rates:
$14.35 per yard or extra can at $4.39

Materials outside of the container will be charged at the following rates:

Loose Material $25.35 per yard for the first four yards
$25.35 per yard for each additional yard
Minimum charge $29.88

Company shall have the right, at any time, to seek rate adjustments subject to applicable government approval.

Mason County Garbage will assess roll out charges where, due to circumstances outside the control of the driver, the driver is required to move a container more then five feet, but less then 25 feet in order to reach the truck. The charge for this roll out service is $3.60 per container, per pick up.

2. **Initial Delivery Charge.** There is an initial $27.00 delivery charge.

3. **Non-hazardous Waste Only.** Please refer to material list. Customer shall not place any solid waste in Company's equipment, which requires special handling, including but not limited to items such as regulated industrial waste, liquid foam products, hazardous substances, biomedical waste and/or hazardous wastes. Customer agrees that if it places any waste in Company's equipment which is liquid, radioactive, reactive, toxic, ignitable, corrosive, pathological, or waste which is defined as hazardous, toxic or a banned substance, medical waste or

otherwise regulated waste, pursuant to local, state, or federal laws or regulations ("contaminated" waste), it shall indemnify Company and hold it harmless for any and all damages, losses or claims, whether direct, indirect or consequential which may be incurred by Company in handling or disposing of such contaminated waste, and title to any such contaminated waste shall not pass to Company but shall remain with Customer. Customer acknowledges that it is familiar with the content and characteristics of its waste stream and is aware of the laws and regulations applicable to the handling, transfer and disposal of same. Please contact the below-mentioned Transfer station for questions about what can or cannot be placed in the containers. Mason County transfer 360-427-5271

4. **Billing.** Upon approval of a credit application or a $200.00 pre-payment is required. We will then deliver and begin service. Before your pre-payment is exceeded we will need an additional pre-payment for continued service. After satisfactory pre payments we will then begin monthly billing with our normal terms. If we do not receive additional pre-payments the container will be picked up and any materials in it will be left at the site. Company may impose and Customer shall pay a late fee on all overdue payments of 1 % per month or 12% per annum, it being agreed that such late fee shall not exceed the maximum rate allowed by applicable law. Company may terminate this Agreement if Customer fails to pay for service charges or should creditworthiness of Customer not be acceptable to Company. **Please initial**

5. **Service.** After Customer signs and returns this letter agreement along with the required credit application, Company will deliver the requested container as soon as possible. Please identify in the space provided below the Container size, and specific location to which the container is to be delivered and stored. The location must be in an area that is accessible to Company's truck and does not pose any safety hazards. In addition to all applicable charges, charges will be assessed if containers are filled past their visible full limit, container lids will not close due to overfilling, or if additional materials are placed on or near the container. **Permanent containers must be placed on a slab of concrete or asphalt. Please contact our office for slab dimensions. Containers must be dumped a minimum of every other week.**

6. **Equipment.** All equipment furnished by Company shall remain the property of Company and Customer shall not modify the equipment or use it for any purpose other than the provision of the service by Company. Customer accepts responsibility and liability for the equipment and its contents, except for normal wear and tear or loss or damage resulting from Company's handling of the equipment. Customer shall be responsible for any equipment damaged due to abuse, vandalism or theft. Customer shall provide a suitable site for the equipment and grants Company the right to access to the equipment at all reasonable times. Additional charges may apply if equipment is unserviceable due to Customer's failure to provide access to the equipment.

7. **Dispute Resolution**. Mason County Superior Court and the United States District Court for the Western District of Washington at Seattle shall be the exclusive venue for any dispute, difference, controversy or claim arising out of or relating to this Agreement or a breach thereof. Company shall be entitled to recover from Customer all reasonable attorneys' fees and costs incurred to collect any sums owing for any services rendered pursuant to this Agreement, regardless of whether Company initiates actual litigation to collect such debt. Collection costs may be added to delinquent balances if assigned for collection

8. **Term.** Customer may terminate this agreement on 3 business days actual notice to Contractor. Company may terminate this agreement on 8 business days written notice with notice being effective upon mailing; provided, however, that Company may terminate this Agreement immediately due to danger to life or property, dishonest or fraudulent use, or violation of a law requiring immediate termination.

9. **Binding Contract**. This letter agreement shall serve as a binding contract between Company and Customer and shall constitute the complete and entire agreement between the parties. To the extent anything in this letter agreement is contrary to applicable Washington law, Washington law shall control and the remaining terms of this letter agreement shall be enforced. In order to begin service, please fill out Section 10, sign in the space provided below, and return this agreement with your credit application to Company. By signing below, the undersigned attests that he/she has read the above service contract, and agrees to the terms and conditions contained herein.

10. **Delivery and Storage Location:** Address: _____

Where on site: _____

Hazardous waste: This includes but is not limited to pesticides, fertilizers, paints and paint products (thinners, tints, paint remover, ect.), solvents, fuels, oil, aerosols, ballasts containing PCB's, asbestos, and any materials contaminated with any of these products.

Liquid wastes: Anything that will make it through a paint filter it too wet for us to take.

Explosives, flammables, and ammunition: this would include any flares, blasting caps, and any unstable materials that could spontaneously ignite or explode.

Biohazards and Contaminated Medical Wastes. Must be bagged in Red hazard bags. Needles must be in "Stick Container" or inside a plastic pop bottle with lid attached.

Radioactive Wastes.

We don't take dirt. Incidental materials such as dirt and rocks that might be scooped up and brought in and that is still OK. Remind your customers that it is cost effective to limit the amount of dirt in loads. We cannot take truckloads of dirt.

Biosolids: We cannot take biosolids. We do however take screenings from treatment facilities. Biosolids must be handled in accordance with applicable Washington State Law.

No Cement, Concrete, Blocks, or Bricks

No Pressurized Cylinders.

No Fuel Tanks.

No Demolition.

No Tires, Engine Blocks, or large appliances.

No televisions or computer monitors.

Warning: lithium and NiCad rechargeable batteries are not accepted as solid waste or recycling in our containers because of fire hazards. You can recycle at the Mason County Shelton transfer station or at the Kitsap County Household Hazardous Waste Collection Facility for North Mason residents. Many hardware and tool stores will accept rechargeable tool batteries for free.

If you have questions please contact us at (877-722-0223) or the Olympic View Transfer Station at 360-337-5777

11. Service Level:

- o Every other week pick up
- o Weekly pick up

Thank you for using Mason County Garbage. We look forward to working with you.

Sincerely,

MASON COUNTY GARBAGE

By

Chris Giraldes, District Manager

CUSTOMER APPROVAL

I have read and understand the terms set forth above and represent that I am authorized to sign this agreement on behalf of Customer identified below.

_____

Please Print name Date

_____

Signature

_____

Company / Contractor's number

All charges are subject to a fuel surcharge determined monthly by the WUTC.

The following materials are not accepted as solid waste and are not allowed in the containers.