MASON COUNTY
GARBAGE & RECYCLING

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Roll Off Container Service Contract—Temporary
Kitsap

Thank you for your interest in using Mason County Garbage's drop box collection service. We provide two sizes of drop box containers, 10 yard and 20 yard. The charges for drop box 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. **Hauling Charges.** Customer shall pay the following hauling charges:

20 yard container : $97.48 per pickup
$ 6.01 per day rental charge
$ 2.43 per mile for hauls that exceed 10-miles from the point of pick up to the Olympic View Transfer Station 360-337-5777

10 yard container $83.93 per pickup
$ 4.65 per day rental charge
$ 2.43 per mile for hauls that exceed 10-miles from the point of pick up to the Olympic View Transfer Station 360-337-5777

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

2. **Initial Delivery Charge.** There is an initial $77.96 delivery charge for both containers.

3. **Disposal Charges.** Landfill disposal fees are not included in the above hauling charges. The Olympic View Transfer Station charges $71.00 per ton and a minimum fee of $21.24. These charges are subject to change by the County at any time subject to applicable government approval. . Tires, furniture, white goods, and electronics are charged on an individual basis. No TV's or monitors are accepted. Please call on pricing.

4. Billing/Required Pre-Payment. Customer shall make a $500.00 pre-payment to Company. **Before Customer exceeds this pre-payment amount, Customer must make an additional pre-payment for continued service.** If Company does not receive the additional pre-payment within 5 days of notice, Company will pick up the container and any material in it will be left at Customer's site. If the amount of pre-payment exceeds the charges for service, Company will refund the excess amount within 30 to 60 days for processing after the final pick up. 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** ☐

WRRA WASHINGTON REFUSE & RECYCLING ASSOCIATION MEMBER

Printed on Recycled Paper

5. **Non-hazardous Waste Only.** 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, 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 above-mentioned Transfer station for questions about what can or cannot be placed in the containers.

6. **Service.** After Customer signs and returns this letter agreement along with the required pre-payment, 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. During the course of service, Customer should not fill the container more than level full. Customer shall be subject to additional charges for any overfilling of the container. **To schedule a pickup, Customer MUST notify Company's office, during regular business hours, or leave a message on Company's voice mail. Most pickups can be made within a 24-hour period but Customer should allow 24 to 48 hrs for pick-up. Please Initial** ☐

7. **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. Customer shall be responsible for any damages to driveways/property from placement of container. Additional charges may apply if equipment is unserviceable due to Customer's failure to provide access to the equipment. Federal and State laws govern the transportation and gross vehicle weight of over-the-road vehicles. Containers may only be loaded to within six (6) inches of the top unless tarped where the container may be loaded level to the top. **Effective June 1,2007 we do not accept any dirt, bricks, concrete or asphalt paving. These materials can be recycled and we can provide container service. Please refer to the roll off material list.** Customer agrees to notify Company of the volume and type of wastes being disposed of and to follow Company's loading instructions and further agrees to compensate Company for any extra services performed that are necessary to avoid overweight transportation situations.

8. **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.

9. **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.

10. **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 11, sign in the space provided below, and return this agreement along with your pre-payment to Company. By signing below, the

Roll Off Materials List
Kitsap

The following materials are not accepted as solid waste and should not allowed in the drop boxes:

No dirt, bricks, concrete, or asphalt paving are accepted. Incidental materials such as dirt and rocks that might get scooped up and deposited in the container are okay. We can provide container service to recycle these materials. Please contact Allen Shearer Trucking and Landscape at 800-756-3088 to set up an account. Standard haul charges apply in addition to round trip mileage charges from job site to recycler.

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 is 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.

Biohazard and Contaminated Medical Wastes.

Radioactive Wastes.

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

No Pressurized Cylinders. This includes all propane and gas cylinders as well as fire extinguishers.

Fuel tanks must be empty and those over 5 gallons must be opened to verify that they are empty and free of explosive gasses. This also applies to bung top 55-gallon drums. Fuel tanks and crankcases on any machinery should be drained and all oil and fuel removed.

Titled vehicles must be accompanied with released title.

Demolition should be broken down to smaller than 4'x 8'. Lumber should be 8' or less if possible.

No stumps larger that 6" in diameter or longer than 8'.

No engine blocks, transmissions.

If you have any questions, please contact us at 360-275-4590 or

The Olympic View Transfer station at 360-674-2297.

undersigned attests that he/she has read the above service contract, and agrees to the terms and conditions contained herein.

11. **Delivery and Storage Location:**

Address: _____

Where on site: _____

12. **Container Size**

(Please select container size) :

☐☐ 10 yard
☐☐ 20 yard

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

Sincerely,

MASON COUNTY GARBAGE

By
Rik Fredrickson, 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

_____

Driver's license number
Company / Contractor's number

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