

Dumpster Use & Service Agreement

This DUMPSTER USE AND SERVICE AGREEMENT (“Agreement”) is entered into by and between Cross Creek Township (“Township”) and its Township resident (“Customer”). The Township and Customer may be referred to herein individually as a “Party,” and collectively as the “Parties.”

Customer agrees to be bound by this Agreement and understands the property is camera-monitored. The Parties agree that the following terms and conditions shall govern all dumpster services, and payments, along with all matters arising out of or relating thereto:

1. **Scope of Services** of this Agreement, in consideration of the compensation paid by Customer, Township will provide dumpster and an electronic key card to gain access to the dumpster to be used for non-hazardous waste removal (“Dumpster”). *The Dumpster and its contents become the property of the Township.*
2. **Location of Services:** 27 Clark Avenue, Avella. Customer shall be responsible for getting items to the dumpster and into the dumpster.
3. **Compensation, Charges, and Fees:** For this Services, Customer shall pay Township in accordance with Township’s established pricing, \$35.00/year for the services provided. Placing prohibited items in a container or otherwise violating any customer obligation under this agreement will result in termination of your use and could result in legal proceedings.

NOTE: Failing to keep your taxes current could result in being denied access or cancelation of service.

Charge for additional labor due to **overflowing or other breach** \$150 per hour.

Prohibited Items: The following items are prohibited from being placed in Dumpster (hereinafter “Prohibited Items”):

Household Garbage, as this does NOT replace your regular weekly garbage hauler, Tires, Paint - liquid, Chemicals, Solvents of any kind, Oil and antifreeze, Fuels, Fires, Smoldering Materials, or ashes, Herbicides and Pesticides
Asbestos, Radioactive Flammable or Ignitable Explosives, Bio-medical waste, Liquid Wastes, Freon, Car batteries or other batteries, Aerosol Cans, Live or Dead Animals, Toxic or Hazardous Material (as defined by RCRA in 40 CFR 261). Carpet not cut (must be bundled and tied in 4’ lengths) Wooden items such as trees, limbs, shrubs and construction material (not treated wood, shingles, insulation) such as brick, block and concrete are not permitted in dumpster but the Township may be able to provide a separate location for dumping. E-Waste materials: Tube TVs and computer monitors.

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4. **Customer’s Responsibilities:** **Customer must have agreement with waste hauler for weekly pickup of household garbage. Must show proof of monthly billing.**

Name & Number of your Waste Hauler _____

Customer shall NOT place any Prohibited Items in the Dumpster. Customer shall not overload, and shall use it only for its intended purpose. Township shall not be responsible for any damage to the Customer's property, the Premises, or to any bodily injury resulting from the Dumpster or related to Township's services under this Agreement.

IN NO EVENT WILL TOWNSHIP BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR (a) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF TOWNSHIP OR SUCH OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (b) PUNITIVE OR EXEMPLARY DAMAGES, OR (c) DAMAGES THAT COULD HAVE BEEN AVOIDED, USING REASONABLE DILIGENCE, BY CUSTOMER.

- 5. This Agreement outlines the responsibilities of Customer for Electronic Key Card (EKC) and agrees to adhere to the protocol and procedures established.
 - a. It is understood that the EKC is issued in the name of the Customer for access to the Dumpster for the immediate family unit residing at your address. No one else is permitted to use your EKC.
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TWP RESIDENT (CUSTOMER) SIGN

LICENSE PLATE & MAKE & MODEL

PRINT NAME & ADDRESS

EMAIL ADDRESS

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IN NO EVENT WILL TOWNSHIP BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR (a) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF TOWNSHIP OR SUCH OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (b) PUNITIVE OR EXEMPLARY DAMAGES, OR (c) DAMAGES THAT COULD HAVE BEEN AVOIDED, USING REASONABLE DILIGENCE, BY CUSTOMER.

- 5. This Agreement outlines the responsibilities of Customer for Electronic Key Card (EKC) and agrees to adhere to the protocol and procedures established.
 - a. It is understood that the EKC is issued in the name of the Customer for access to the Dumpster for the immediate family unit residing at your address. No one else is permitted to use your EKC.
 - b. Under no circumstances, are you to REMOVE items placed at the dumpsters.
 - c. Upon termination of residency, cards must be returned to the Township.
 - d. Immediately notify Township if EKC is lost, missing, stolen, or damaged. A fee of \$25.00 for a replacement card if the card was lost, missing or damaged. If the card is stolen and a police report is filed and produced, then there will be no charge.
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- 6. Severability. The provisions of this Agreement are severable. Violation of any part can result in voiding Agreement.

I have received and accept the Service Agreement from the Township for the dumpster use services. I understand and agree that additional charges may be due in accordance with this Agreement. I hereby acknowledge, accept, and agree to the Dumpster Use and Service Agreement.

ATTESTED

AUTHORIZED

TOWNSHIP REPRESENTATIVE

TWP RESIDENT (CUSTOMER) SIGN

LICENSE PLATE & MAKE & MODEL

PRINT NAME & ADDRESS

EMAIL ADDRESS

TELEPHONE NUMBER

DATE: _____ CHECK NUMBER: _____ EXPIRES: _____

CARD NUMBER: DK PROX 025 _ _ _ _ _

Dumpster Use & Service Agreement

This DUMPSTER USE AND SERVICE AGREEMENT (“Agreement”) is entered into by and between Cross Creek Township (“Township”) and its Township resident (“Customer”). The Township and Customer may be referred to herein individually as a “Party,” and collectively as the “Parties.”

Customer agrees to be bound by this Agreement and understands the property is camera-monitored. The Parties agree that the following terms and conditions shall govern all dumpster services, and payments, along with all matters arising out of or relating thereto:

1. **Scope of Services** of this Agreement, in consideration of the compensation paid by Customer, Township will provide dumpster and an electronic key card to gain access to the dumpster to be used for non-hazardous waste removal (“Dumpster”). *The Dumpster and its contents become the property of the Township.*
2. **Location of Services:** 27 Clark Avenue, Avella. Customer shall be responsible for getting items to the dumpster and into the dumpster.
3. **Compensation, Charges, and Fees:** For this Services, Customer shall pay Township in accordance with Township’s established pricing, \$35.00/year for the services provided. Placing prohibited items in a container or otherwise violating any customer obligation under this agreement will result in termination of your use and could result in legal proceedings.

NOTE: Failing to keep your taxes current could result in being denied access or cancelation of service.

Charge for additional labor due to **overflowing or other breach** \$150 per hour.

Prohibited Items: The following items are prohibited from being placed in Dumpster (hereinafter “Prohibited Items”):

Household Garbage, as this does NOT replace your regular weekly garbage hauler, Tires, Paint - liquid, Chemicals, Solvents of any kind, Oil and antifreeze, Fuels, Fires, Smoldering Materials, or ashes, Herbicides and Pesticides
Asbestos, Radioactive Flammable or Ignitable Explosives, Bio-medical waste, Liquid Wastes, Freon, Car batteries or other batteries, Aerosol Cans, Live or Dead Animals, Toxic or Hazardous Material (as defined by RCRA in 40 CFR 261). Carpet not cut (must be bundled and tied in 4’ lengths) Wooden items such as trees, limbs, shrubs and construction material (not treated wood, shingles, insulation) such as brick, block and concrete are not permitted in dumpster but the Township may be able to provide a separate location for dumping. E-Waste materials: Tube TVs and computer monitors.

- **NOT for business use, i.e. waste from contractor business, refuse haulers, etc.**

4. **Customer’s Responsibilities:** **Customer must have agreement with waste hauler for weekly pickup of household garbage. Must show proof of monthly billing.**

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