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Evswa.com



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TrashBilling.com

ROLLOFF CONTAINER HAULING AND DISPOSAL AGREEMENT -

Name: _____ Phone: _____

Mailing Address: _____

The undersigned (hereafter, "CUSTOMER"), agrees to the provisions of this contract, inclusive of the terms and conditions detailed on Pages 2 through 4. *Prices are subject to change without notice. Contact the EVSWA Office to confirm prices.*

Rolloff Service:

DROP-OFF DATE: EVSWA will deliver a 30-yard open-top rolloff container on _____ (date)

At the following street address: _____

Phone number or cell phone number of person at the drop-off location: _____

Dates of rental (7 entire calendar days, beginning the day after DROP-OFF): _____

Date of scheduled pickup: _____

Fee Calculation:

Setup Fee	\$50.00
Initial Rental Fee	\$200.00
Disposal Fee	\$110.00 (Pays for up to 5 tons. 6 + tons add \$49.86/ton)
Extra Mileage Fee	\$ _____
Subtotal	\$ _____
Gross Receipts Tax	_____
Total due	\$ _____

**PAYMENT FOR BASIC SERVICES UNDER THIS AGREEMENT SHALL BE IN ADVANCE.
ADDITIONAL FEES WILL BE CHARGED FOR WEIGHT IN EXCESS OF 5 TONS.**

I have read the agreement, including the attached pages, and hereby accept all terms and conditions. I understand my credit card will be automatically billed for excess loads at the rate of \$49.86 per ton.

CUSTOMER

Date

County of Torrance ♦ City of Moriarty
Town of Estancia ♦ Town of Mountainair ♦ Town of Vaughn
Village of Willard ♦ Village of Encino

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ROLLOFF RENTAL RATE SCHEDULE

A rolloff contract is calculated to include setup fee, rental, disposal fee, reset fee (if any), and extra mileage fee (if any). The itemized fees below apply:

Setup Fee: \$50

This is the cost of delivering the container to the site. It applies each time a container is delivered.

Rental: First week \$200; \$7.50 per calendar day thereafter

The first week begins on the day after the container is set, and includes seven complete calendar days on the ground. Additional days are charged beginning on the 8th full day on the ground.

Example: Rental on a container set on Tuesday begins Wednesday, and continues through the following Tuesday. It will be picked up on that Wednesday.

Rental for subsequent containers: If a second container is ordered within the first week, the setup fee, rental, and disposal fee total \$250 plus tax, plus \$7.50 per day beyond the first week.

Additional containers ordered after the first week will be charged the container/disposal fee of \$360 plus tax.

Disposal Fee: \$110

Basic disposal fee pays for up to 5 tons. Excess loads will be billed at \$47 per ton. Load limit is 10 tons.

Relocate Fee: \$50

If, during the time the container is being rented, the customer requests that it be relocated to another site on the lot, the relocate fee will be charged. Extra mileage fees also apply.

Extra mileage fee: \$2.00

This will be charged for each mile beyond 50 miles from the Estancia Valley Regional Landfill. Mileage is measured in actual road miles.

EVSWA ROLLOFF SERVICE AGREEMENT (Continued)

DUTIES AND LIABILITY

EVSWA will furnish a 30-yard rolloff container for the removal and disposal of household waste, commercial solid waste, industrial solid waste, and/or construction and demolition debris, all as defined by the New Mexico Solid Waste Management Regulations, 20 NMAC 9.1. Such container is the property of EVSWA, and CUSTOMER shall have no right, title or interest in the equipment apart from its use for the storage of waste pending collection pursuant to this agreement. CUSTOMER accepts responsibility for the safe use of equipment by CUSTOMER and those it authorizes to load waste therein.

CUSTOMER agrees to notify EVSWA promptly should the equipment become damaged or unsafe for any reason. If CUSTOMER directly or indirectly permits EVSWA equipment to be modified, altered, damaged, made deliberately inaccessible to EVSWA; 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 EVSWA option, CUSTOMER shall pay for the then current replacement value of the equipment which shall then be deemed to be property of CUSTOMER.

EVSWA shall not be liable for any damage resulting to CUSTOMER's property at CUSTOMER's direction to place or remove equipment in a time, place, or manner where the hazards are known to CUSTOMER.

INDEMNITY

CUSTOMER agrees to defend, hold harmless and indemnify EVSWA and the Estancia Valley Regional Landfill 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 the EVSWA and/or Estancia Valley Regional Landfill, from all liability incurred by EVSWA and Estancia Valley Regional Landfill for anything CUSTOMER places in container which is not legal waste as herein defined.

MISCELLANEOUS

This agreement is binding on the parties and their successors and assigns.

LEGAL WASTE

Legal waste is solid waste which can legally be disposed in a Subtitle D municipal solid waste landfill, according to the New Mexico Solid Waste Management Regulations, 20 NMAC 9.1. No hazardous waste or regulated waste is accepted. Title to legal waste shall pass to EVSWA upon pickup. Title to illegal waste shall remain with the CUSTOMER, who agrees to be responsible for all injury to persons or damage to property or the environment.

LOADING RESTRICTIONS

CUSTOMER agrees to comply with list of "Items Not Accepted in Rolloff Containers." Rolloff containers are designed for gravity dumping by raising the front end higher than the door end. If CUSTOMER loads the container with waste that will not dump in accordance with the equipment's design, the container will be returned to CUSTOMER with waste still inside, at CUSTOMER's expense. The removal of such material will be the CUSTOMER's responsibility, and if not removed within 3 (three) days CUSTOMER will pay for removal of the material. Examples of the material for which this additional labor cost will be incurred include the removal of cement which has hardened inside the container, glue, pre-wash residue, etc.

WEIGHT

CUSTOMER will not load more than 10 tons; if overloaded CUSTOMER will be responsible for unloading container to legal weight. Material such as dirt, concrete, brick, gravel, and earth debris will constitute a full weight load even though the container is only half-loaded by volume. All citations paid by EVSWA due to over-weight filling of a container will be charged back to CUSTOMER.

ITEMS NOT ACCEPTED IN ROLLOFF CONTAINERS

- NO HAZARDOUS OR TOXIC WASTE As used in this agreement hazardous and toxic waste includes all wastes within the statutory and regulatory definitions of the New Mexico Solid Waste Management Regulations, 20 NMAC 9.1 and specifically includes radioactive, volatile, highly flammable, explosive, biomedical, liquid, sludge from industrial process, waste from 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 (PCBs) or asbestos, pumping from septic tanks, outdated or contaminated or banned chemicals or commercial products (including items removed from the marketplace by consent following allegations of safety by any governmental regulatory authority) animal wastes or body parts, grease trap residues, closed cartridge filters from drycleaning establishments and other similar wastes.
- NO LIQUIDS Including oils, thinners, paints, solvents, cleaners, etc.
- NO BATTERIES
- NO TIRES
- NO AMMUNITION/EXPLOSIVES
- NO DEAD ANIMALS
- NO CONTAINERS FOR PRESSURIZED SUBSTANCE including propane tanks, freon tanks, fire extinguishers, etc.
- NO GAS TANK
- NO ASBESTOS
- APPLIANCES AND LARGE METAL ITEMS SHOULD BE LOADED IN THE CONTAINER LAST, SO THEY CAN BE RECLAIMED FOR RECYCLING AT THE LANDFILL