



City of McAllen- Public Works
SERVICE AGREEMENT/ APPLICATION
ROLL-OFF SERVICES



Customer Information

Name (Personal or Business) _____
 Service Address (location): _____
 Billing Address: _____
 City: _____ State: _____ ZIP Code _____ DL# _____
 Phone: () _____ Fax: () _____ E-mail: _____
 Contact Name: _____ Phone: () _____
 Owner Contractor Tenant Corporate Account
 Tax Exempt Tax ID Number: _____

Public Utility Account #: _____

Service Request

| Indicate Service Type | | | Indicate Size & Quantity | | |
|--------------------------|--------------------------|--------------------------|--------------------------|---------|---------|
| Placement | Compactor Service | Other | 20 yard | 30 yard | 40 yard |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | QTY. \Rightarrow _____ | | |

ROLL-OFF & COMPACTOR RATES

| | Rental | | Haul Rate | Disposal Fee per ton |
|------|---------|----------|-----------|----------------------|
| | Weekly | Monthly | | |
| 20yd | \$36.38 | \$97.02 | \$144.38 | \$17.64 |
| 30yd | \$36.38 | \$97.02 | \$151.60 | \$17.64 |
| 40yd | \$36.38 | \$109.15 | \$165.17 | \$17.64 |

Security Deposit

Residential - \$250 Commercial - \$500

Agreement

1. All invoices are due on due date stated on corresponding City of McAllen Public Utility water statement/bill.
2. Security deposit amount will be applied to the final balance due. See reverse for additional terms and conditions.
3. By signing this agreement, the undersigned acknowledges and agrees to the terms and conditions described on this agreement for roll-off services.

Signatures

 Applicant (print name)

 Public Utility Representative (print name) Employee#

 Applicant (signature)

 Public Utility Representative (signature)

Date: _____

Date: _____



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SECTION ONE
SERVICE

Customer grants the City McAllen-Solid Waste Department and its authorized employees and/or representative to provide the service requested as detailed on page 1 of this agreement. Customers must sign this agreement before the City of McAllen will begin service. The City of McAllen shall furnish the equipment and services that are necessary to collect and dispose of and/or recycle all the customers solid waste materials. Customer represents and warrants that the materials to collect under this Agreement will be "waste materials" as defined in this Agreement. "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials that are generated by the customer or at customer's service address.

Waste materials specifically excludes and the customers agrees not to deposit or permit the deposit or collection of industrial process waste, asbestos containing material, petroleum contaminated soils, radioactive, volatile, corrosive, flammable, explosive, bio-medical, infectious, bio-hazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under federal, state, or local laws or regulations, or Special Waste not approved in writing by the City of McAllen (collectively "excluded materials"). Title to and liability for excluded materials shall remain with the customer at all times.

SECTION TWO
TERMS

The initial term for the Agreement is for one (1) week from the effective date as set for above (placement date of the equipment requested). This Agreement shall automatically renew thereafter, until otherwise requested by the customer on an as needed basis and shall terminate thereafter upon receipt of customer's final written/verbal request for removal of equipment from the service address.

SECTION THREE
PAYMENT GUARANTEE

The customer shall submit, with this agreement a payment guarantee for services rendered on the form attached hereto. Failure to pay all outstanding roll-off charges on or prior to the due date stated on the corresponding City of McAllen Public Utility water bill may result in water service interruption, if applicable.

SECTION FOUR
DELIVERY SCHEDULE

The City of McAllen-Solid Waste Department guarantees delivery of equipment or services within twenty-four (24) to thirty-six (36) hours from date requested or next business day if request is received after 12:00 pm on Fridays. Applicant or designee must be present at the time of the delivery of equipment.

SECTION FIVE
SERVICE CHANGES

Changes in the frequency of collection service, schedule, number, capacity (size) and/or type of equipment (roll-off containers) may be requested and agreed upon verbally or in writing as needed by customer.

SECTION SIX
CONTAINER REGULATIONS

For the safety of the public, our drivers, and the preservation of road conditions, the City of McAllen limits the vehicle and material weight to 64,000 lbs. If a Roll-Off container is deemed to be too heavy for our trucks to pick up, then the customer must remove the excess weight. Materials should not protrude above the top of container. It is recommended that the container only be filled 3/4 full.

SECTION SEVEN
CHARGES / PAYMENT

Customer agrees to have deposit amount applied to the final balance. When invoices become delinquent the Public Works Director or designee shall discontinue roll-off services relating to such delinquent account(s) and assess a late payment fee of \$35.00 per invoice to said account(s). Whenever a roll-off container is removed following discontinuance of service due to non-payment, a \$50.00 container removal fee shall be assessed in addition to any other service charges assessed under this chapter.

A container inactivity charge of \$155.00 shall be assessed to each customer account for every thirty (30) calendar day period during which no container activity is registered.

Additionally, there is a nine (9) tire limit per load and fees are as follows: 16" tires, \$5.00; 17" to 24" tires, \$8.00; 25" to 30" tires, \$20.00; over 30" tires, \$150.00. All fees are on a per tire basis. Wash and deodorize services are available at the following rates: 20 YD compactor, \$147.00; 30 YD compactor, \$220.50; and 40 YD compactor, \$294.00.

SECTION EIGHT
RELEASE OF LIABILITY & AGREEMENT TO INDEMNIFY & HOLD HARMLESS

WHEREAS, the undersigned person or entity has requested that The City of McAllen provide garbage collection service at the property listed on this application, of which said person or entity is the tenant, owner and/or agent of owner; and that in order to deliver and provide garbage collection services, the City will have access to property by means of private property, a private road, alley, or driveway, for which the undersigned does hereby agree to indemnify, defend, or hold harmless, the City, its officers, agents and employees from and against any and all claims/judgments, for damages and/or liabilities, including, but not limited to claims for personal injury and/or damage to property, inclusive of damage to private road, alley, or driveway access; except that the undersigned shall have no such obligation to the city in the event that damages and/or liabilities arising from the negligent or intentional acts or omissions of the City, its agents or employees.

IN ADDITION, the undersigned further agrees that he/she will release from all liability and hold the City, its agents, officers, and employees harmless from, and make no claim for any loss, damage or other injury which he/she may suffer as a result of the use of the property; except as a result of the negligent or intentional acts or omissions of the City, its officers, agents and/or employees.