

Roll-Off Lease Agreement

4550 Highway 64 West, Conway, Arkansas 72034

This Roll-Off Container Lease ("Lease") is entered into on this day _____ day of _____ 20____, by and between the City of Conway Department of Sanitation ("City") and _____ ("Customer"). The parties agree to the following:

1. The City shall to deliver the container to the Customer at the location specified in the Roll-Off Order Form attached hereto as Exhibit 1.
2. Customer agrees to pay the applicable rates as set out in Exhibit 2.
3. Roll-off container will be placed on the driveway unless instructed by Customer in Exhibit 1 for alternative placement. City will not be responsible for damage to Customer property for alternative container placement.
4. Upon notice City will collect the container, dispose of its contents in accordance with applicable laws and return the container to its original place of delivery unless otherwise notified. All containers must be emptied at least once every 30 days. However, the City will empty the container additional times at the request of the Customer at the rates listed in Exhibit 2.
5. Customer agrees to use the container in the manner in which it is intended which is disposal of only acceptable waste materials. All Unacceptable Waste is listed in Exhibit 2. If Unacceptable Waste is discovered by the City, Customer agrees to have it removed from the container and properly disposed of and, if deemed necessary by the City, have the container properly cleaned. Disposal and container cleaning will all be done at the expense of the Customer. If Unacceptable Waste is discovered after the City picks up the container, the City will dispose of the Unacceptable Waste in the appropriate manner required by applicable laws. Customer will be charged for the cost of disposal plus a \$250.00 handling fee and \$150.00 container clean up fee. Customer agrees to pay said fees within 30 days of being invoiced.
6. All waste must be down inside the container. Waste cannot hang on the sides or up over the top. In the event this happens you will be asked to take out anything hanging out or up over the top.
7. Customer agrees not to deface or damage the container. If the container is defaced or damaged while in the Customer's care and during the term of this Lease, the Customer will be responsible for the cost of repairs. The Customer will not be responsible for normal wear and tear from the City delivering, transporting, or removing the container.
8. In the case of a total loss accident or damage to the container, the Customer will only be responsible for the replacement cost of the container.
9. Customer agrees to have an easily accessible and appropriately sized area for the City to deliver the container. Customer will maintain access to container at all times during Lease.
10. The City may terminate this Lease if any provisions contained herein are violated by the Customer. Regular payments under this Lease will be assessed on a pro rata basis and due immediately upon termination. Fees incurred by the Customer under this Lease or costs incurred by the City due to violations of this Lease will be due 30 days from invoice to the Customer.
11. Special waste disposal needs (such as items too large for the container or items that need more immediate removal) of the Customer can be handled on an individual basis by contacting the City at (501) 450-6155.
12. If any part of this Lease is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.
13. In the event of any dispute or legal action between the parties concerning the enforcement or interpretation of this Lease, each party shall be responsible for their own attorney's fees.

X _____

X _____

Joe Hopper, Conway Dept. Of Sanitation Director

Print Name

Title

(Exhibit 1)

Roll-Off Order Form

ALL INFORMATION IS REQUIRED

ROLL-OFF ORDER FORM	
ORDER DATE	
DELIVERY DATE	
ESTIMATED RETURN DATE	
SIZE OF CONTAINER	
CONWAY CORP ACC #	
ACCOUNT NAME	
BILLING ADDRESS	CITY/STATE: ZIP CODE:
CONTACT PERSON	
CONTACT NUMBER	
CONTACT EMAIL	
CONTAINER LOCATION (IF DIFFERENT THAN BILLING ADDRESS)	CONWAY, ARKANSAS ZIP CODE:

Description of placement location for driver:

Customer representative to be present on-site for delivery:

(Exhibit 2)

Roll-Off Fees

Rental Fees: CHECK TYPE & INITIAL FEES/RATES

Type of Roll-Off	Weekly Rate	Monthly Rate
20 YARDS <input type="checkbox"/>	\$18.75 ____	\$75.00 ____
30 YARDS <input type="checkbox"/>	\$21.75 ____	\$85.00 ____
40 YARDS <input type="checkbox"/>	\$23.75 ____	\$95.00 ____

All services are subject to 9.125% sales tax.

_____ **Hauling Fee:** \$75.00 haul fee applied each time the container is brought in to be emptied

_____ **Moving Fee:** \$75.00 move fee will be assessed if lessee requires container to be moved after initial delivery

_____ **Tonnage Fee:** \$30.00 per ton minimum fee

Types of Waste Unacceptable for Disposal:

1. Used Motor Oil (see ADEQ Regulation 23, §279)
2. Automobile Gas Tanks
3. Yard Waste
4. Whole Waste Tires
5. Dry Cell batteries containing cadmium or mercury
6. Wet Cell batteries
7. Paint/Glue with free-flowing characteristics
8. Domestic septic tank pumps
9. Incinerated ash and residue
10. Free liquids as defined by USEPA Test Method 9095 (Paint Filter Test)
11. Regulated medical waste (Arkansas Department of Health Regulation 41)
12. Appliance containing refrigerant (i.e. Freon or other CPC compounds)
13. All appliance compressors regardless of condition
14. Compressed gas cylinders unless meet RCRA definitions for empty under regulation 23, §261.7
15. Electric transformer and dielectric fluids
16. Petroleum contaminated soil
17. Regulated hazardous wastes (Unless **PERMIT ALLOWS ACCEPTANCE** from conditionally exempt generators as defined under Regulation 23, §261.5)
18. Friable asbestos not properly containerized and then only is **ALLOWABLE BY PERMIT**
19. Polychlorinated Biphenyls (PCBs) Waste as defined under TSCA 40 CFR 761
20. Cresol-treated wood (from other than homeowners) unless **CERTIFIED HAZARD FREE**
21. Pesticide containers that have **NOT BEEN TRIPLE RINSED AND PUNCTURED** (if containers have been tripled rinsed and punctured are accepted, signed statement from generator required)
22. **Absolutely NO ELECTRONICS, i.e. TV, Computers, Radio, Cell Phones, Tablets, Etc.**