

COMMERCIAL DUMPSTER USERS AGREEMENT

This is an agreement between the City of West Memphis and Company (User's) name:

(typed or printed): _____

Address: _____

For the placement of _____ cubic yard dumpster (s) at the above location.
(size)

The dumpster(s) will be serviced _____ times per week for a charge of
\$_____ per month. The monthly charge is set by City Ordinance and will be added to the
User's Utility bill.

I will not be using City service. I choose to use an outside provider. Attached is a copy of my agreement with the service provider.

I do not require dumpster service. I will be using garbage cans @ the current rate of \$30 per month.

The City agrees to provide the requested dumpster, to provide the requested service, and to maintain the dumpster subject to the conditions listed below.

CONDITIONS OF SERVICE

1. The User must provide at the User's cost, a concrete pad, minimum size of 10 feet wide by 10 feet deep, a minimum thickness of 8 inches containing a minimum of #4 rebar on 12 inch centers, and a back curb, for the dumpster to be placed on.
2. The user must provide, at the User's cost, a screening fence, (minimum of 6 feet in height) concrete block; brick; or chain link, with slats around the dumpster in accordance with City Code.
3. The dumpster cannot be placed where it will encroach on a curb, sidewalk, a public right-of-way, in a location that will create a danger to the public's line of sight for traffic movement, and/or where it required the servicing vehicle to back up for an extended distance, or into the street. The area near the dumpster must be clear of low overhead utility lines and must be a minimum of 10 feet from any surface. The location must be approved in advance by the Sanitation Superintendent.

4. The service vehicle must have easy access to the dumpster by way of a legal, hard surfaced, service driveway. The service vehicle is extremely heavy and the City is not responsible for damage done to the service driveway or to the concrete pad. If the service driveway becomes heavily potholed and/or rutted, the City will discontinue service until the driveway has been repaired.
5. If service is attempted but cannot be completed because of blockages, parked cars in front of the dumpsters, locked fences, inaccessible approaches, or any other reason, the driver will leave a tag on the dumpster indicating service was attempted. It will be the User's responsibility to clear the access and to request another pick-up. The pick-up will be billed as a special pick-up and must be signed for before it is made. If a special pick-up is not requested, then service will be attempted at its next regularly scheduled time.
6. The dumpster will be provided for normal commercial activities that do not include the disposal of paint, oil, acids, solvents, or other chemicals, toxic or hazardous materials, any regulated or illegal materials, concrete and remodeling, demolition, and/or construction materials. The User will be responsible for any damage that occurs to City equipment due to the placement of such items in the dumpster and/or any legal or civil consequences that result from such placement.
7. The City is only providing the services needed to empty the dumpster. It is not responsible for trash and litter that may build up around the dumpster. It is the User's responsibility to maintain the area around the dumpster, failure to do so will put the User in violation of City Litter Ordinances and will subject the User to enforcement action by the City Code Enforcement Office.

The User agrees to the above conditions and the City will provide the requested service until this agreement is terminated in writing by either party.

Agree to Accept (print or type name): _____

Authorized Signature: _____

Date: _____

Contact Phone Number: _____