



Public Works Department  
 310 Robert Henderson Road  
 Sevierville, TN 37862  
 Phone: 865-429-4567  
 Fax: 865-453-5518

**SOLID WASTE COLLECTION / DUMPSTER LEASE AGREEMENT**

New Account

Reinstate Customer

New Service Location

**Billing Information**

**Location Information**

<b>Customer Name:</b>	<b>Customer Name:</b>
<b>Street:</b>	<b>Street:</b>
<b>City:</b>	<b>City:</b>
<b>Zip:</b>	<b>Zip:</b>
<b>Contact:</b>	<b>Contact:</b>
<b>SSN/FEIN:</b>	<b>SSN/FEIN:</b>
<b>Drivers License State &amp; #:</b>	<b>Drivers License State &amp; #:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Email:</b>	<b>Email:</b>

**Containers**

Container Size/Serial No.	Qty.	Frequency	Pick up/Haul Rate	Rental Charge
1.				
2.				
3.				

**Special Instructions:**

Date of Agreement: \_\_\_\_\_ Effective Date of Service: \_\_\_\_\_

**TERMS AND CONDITIONS**

**Services**

Customer grants to the City of Sevierville the exclusive right to collect and dispose of all of Customer's Waste Materials (which include recyclable materials) and agrees to make payment to the City of Sevierville as provided herein. The City of Sevierville agrees to furnish the services and equipment specified herein, in accordance with the terms of this Agreement.

**Term**

The initial term of this agreement is three years from the Effective Date of Service. This agreement shall automatically renew for successive three year terms (each successive term is referred to herein as a "Renewal Term") thereafter unless either party shall give written notice of termination to the other at least sixty (60) days prior to the termination of the initial term or any Renewal Term.

### **Waste Materials**

The Waste Material to be collected and disposed of by the City of Sevierville pursuant to this Agreement is all solid waste (including recyclable materials) generated by the Customer. Waste Material specifically excludes, and Customer agrees not to deposit in the equipment, any of the following materials:

- Very heavy items or bulk rubbish including but not limited to washers, dryers or other appliances.
- Electronic equipment such as televisions, computers, DVD players, etc.
- Wood, concrete, asphalt, carpet, building materials, etc.
- Shrubbery and tree trimmings, stumps, or large pieces of wood.
- Any material that could be hazardous or injurious to employees of the City of Sevierville or the Sevier Solid Waste Authority, or which could cause damage to City equipment.
- Flammable liquids, solids, or gases such as gasoline, oil, benzene, alcohol, or other similar hazardous materials.
- Radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
- Hot materials such as ashes or cinders. Please wait until they cool.
- Any infectious waste or biomedical waste.
- Human or animal waste, unless it is properly placed in a secure bag before being placed in the container.
- Large automobile parts, including but not limited to tires.

### **Title**

The City of Sevierville shall acquire title to the Waste Material when it is loaded into the City of Sevierville's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless the City of Sevierville from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in the City of Sevierville's trucks, containers, or other equipment, In the event that any recyclable material is rejected, due to the presence of contaminants, by the potential purchaser or otherwise determined by the City of Sevierville to not be resalable or to have a reduced resale value, the City of Sevierville may, in addition to its other remedies, require Customer to pay the City of Sevierville the charges incurred by the City of Sevierville for hauling, processing and/or disposal of such material, plus an amount equal to the reduction in resale value of such material resulting from the presence of contaminants.

### **Payments**

Customer agrees to pay the City of Sevierville on a monthly basis for the services and/or equipment furnished by the City of Sevierville in accordance with the charges and rates provided for herein. Payment shall be made by Customer to the City of Sevierville within thirty (30) days of the receipt of an invoice from the City of Sevierville. The City of Sevierville may impose and Customer agrees to pay a late fee of 10% of the amount of any past due payment.

### **Rate Adjustments**

Because disposal costs constitute a significant portion of the cost of the City of Sevierville's services provided hereunder, Customer agrees that the City of Sevierville may also proportionately pass through to the Customer increases in the solid waste disposal fees assessed by Sevier Solid Waste, increases in the City of Sevierville's costs due to changes in local, state or federal rules, ordinances or regulations applicable to the City of Sevierville's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to the City of Sevierville. The City of Sevierville Board of Mayor and Aldermen are responsible for changing City fees. Any such changes will be made public as part of the public meeting process.

### **Service Charge**

Changes to the type, size and amount of equipment, the type of frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This agreement shall continue in effect for the term provided herein and shall apply to changed and/or new service address locations of the Customer within the area in which the City of Sevierville provides collection service.

### **Responsibility for Equipment**

The equipment furnished hereunder by the City of Sevierville shall remain the property of the City of Sevierville; however Customer acknowledges that it has care, custody and control of the equipment while the equipment is at the Customer's location. Customer accepts responsibility for all loss or damage to the equipment, except for normal wear and tear or for loss or damage resulting from the City of Sevierville's handling of the equipment.

### **Care and Operation of Equipment**

The City's equipment shall be used and operated only in a careful and proper manner. It is the Customer's responsibility to make sure that only household/commercial garbage is placed in the equipment. At no time shall the equipment be used for bulk, construction, demolition materials or any other Excluded Waste.

### **Installation, Maintenance, and Repair of Equipment**

The City of Sevierville shall be responsible for installation of equipment and shall maintain equipment in good repair and operating condition during the term of this agreement. The Customer shall immediately notify the City of Sevierville of any problems with the equipment. The City of Sevierville shall pay all costs required to maintain the equipment in good operating condition, including labor, material and parts. The City of Sevierville shall not be responsible for any equipment not owned by the City.

### **Right of Inspection**

The City of Sevierville shall have the right to inspect the equipment at any time.

### **Ownership and Status of Equipment**

Equipment will be deemed to be personal property, regardless of the manner in which it may be located on or attached to any other property. The City of Sevierville shall be deemed to have retained title to the equipment at all times, unless the City of Sevierville transfers the title by sale. The Customer shall immediately advise the City of Sevierville regarding any notice of any claim, levy, lien, or legal process issued against the equipment or against any property on which it is located or to which it is attached.

### **Acceptance of Equipment**

The Customer shall inspect the equipment upon delivery and installation. The Customer shall immediately notify the City of Sevierville of any problems with the equipment. If the Customer fails to provide such notice in writing (which may include notice by electronic mail) within 2 days after the delivery of the equipment, the Customer will be conclusively presumed to have accepted the equipment as specified in this Agreement. Any subsequent claim that the equipment was not provided in fully functional order will be deemed waived.

### **Liability and Indemnity**

The Customer shall indemnify and hold the City of Sevierville harmless from and against all claims and liability arising from or related in any way to the operation or use of the equipment by persons other than employees of the City of Sevierville or Sevier Solid Waste Authority.

### **Damage to Pavement**

Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of the City of Sevierville's vehicles. Therefore, Customer agrees that Customer will be solely responsible for any damage to Customer's pavement, curbing or other driving surfaces resulting from the weight of vehicles or equipment providing service at the Customer location, and hereby waives any claims against the City of Sevierville arising therefrom.

### **Damage to Enclosures**

Customer shall be responsible for ensuring that any enclosure in which the equipment is placed is of an adequate height, width, and depth for the equipment according to the City of Sevierville standards that were in place at the time of installation. Current standards ensure that the enclosure provides a space of at least thirty (30) inches from any side of the equipment. If more than one piece of equipment is placed in an enclosure, Customer shall be responsible for ensuring that the enclosure is large enough to provide access to all equipment while maintaining a space of at least thirty (30) inches between each piece of equipment and thirty (30) inches between each piece of equipment and the enclosure. Customer is responsible for ensuring that there are no overhead obstacles in the area of the enclosure. Notwithstanding negligence by the City, Customer will be solely responsible for any damage to Customer's enclosure, to the City's vehicles and/or to the City's equipment resulting from Customer's enclosure and premises failing to meet the requirements of this paragraph and Customer hereby waives any claims against the City of Sevierville arising therefrom.

### **Liquidated Damages**

In the event Customer terminates this Agreement prior to its expiration other than as a result of a Default by the City of Sevierville, or the City of Sevierville terminates this Agreement for Customer's Default (including nonpayment), Customer agrees to pay to the City of Sevierville, as liquidated damages and not as a penalty, an amount equal to Customer's most recent monthly charges multiplied by two. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to the City of Sevierville in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay the City of Sevierville all amounts that become due under this Agreement, or fails to perform its obligations hereunder, and the City of Sevierville refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by the City of Sevierville in ascertaining and enforcing its rights under this Agreement, including, but not limited to, reasonable attorney's fees and expenses and costs of collection.

### **Suspension and Termination for Cause**

If during the term of this Agreement, either party shall be in breach of or default in any provision of this Agreement ("Default"), the other party may suspend or terminate its performance hereunder until such delinquency or default has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of default to the other party and the party has failed to cure such Default within at least ten (10) days thereafter. In the event any such Default remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination.

### **Confidentiality of Recyclable Materials**

The City of Sevierville shall have no obligation to keep confidential any matters which may be contained in or revealed by recyclable materials.

### **Assignment**

The Customer shall not assign or sublet any interest in this Agreement or the equipment or permit the equipment to be used by anyone other than the Customer or Customer's employees, without the City of Sevierville's prior written consent.

**Entire Agreement and Modification**

This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior agreements between the parties.

**Severability**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Tennessee.

**Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Binding Effect**

This Agreement is a legally binding contract on the part of the City of Sevierville and Customer and their respective heirs, successors and assigns, in accordance with the terms and conditions set out herein.

**Notices**

Any notice given under this Agreement shall be in writing and shall be deemed to be given upon personal delivery or on delivery by telefax/telecopier or other electronic means that produce readable copy; by electronic mail; on delivery by overnight courier or commercial messenger; or three days after mailing, by certified or registered United States Mail, return receipt requested, postage prepaid, addressed to the party at the address first set forth above or to such other address as shall be designated by a party in a written notice to the other party complying as to delivery with the terms of this provision.

**The undersigned individual signing this Agreement on behalf of Customer acknowledges that he/she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.**

Customer:

City of Sevierville

By: \_\_\_\_\_  
Name Title

By: \_\_\_\_\_  
Public Works Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_