

EST.  1873

CULLMAN

ALABAMA

CITY OF CULLMAN

P.O. Box 278 (204 2nd Avenue NE) Cullman, AL 35056

APPLICATION FOR UTILITY SERVICES

WATER/SEWER: Phone (256) 775-7210 Fax (256) 737-5442

SANITATION: Phone (256) 737-7560 Fax (256) 737-7532

THIS APPLICATION MUST BE COMPLETED & DELIVERED IN PERSON TO:

**CITY OF CULLMAN
WATER/WASTEWATER DEPT
1717 EVA RD NE
CULLMAN, AL 35055.**

Contact the Billing Office at
(256) 775-7107
with questions.

Date of Application: _____ Requested Date of Service: _____

Please check 1 (one) of the following:

RESIDENTIAL _____ **COMMERCIAL** _____ **INDUSTRIAL** _____

If residential, do you Own or Rent? Own Rent

If renting, please provide name, address, and phone number of Landlord: _____

Have you had service with the City of Cullman before? Yes No

If yes, list previous address: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone Number: _____

Driver's License Number (Required): _____

Tax ID and/or SSN (Required): _____

If transferring service with the City of Cullman, list the service address of property for disconnect:

_____ Disconnect Date: _____

I/We certify that the information provided for this application is true and correct.

Owner/Customer

Date

Owner/Customer

Date

CITY OF CULLMAN SANITATION DEPARTMENT SERVICE AGREEMENT

COMMERCIAL FRONT LOAD SERVICES

2 YARD FLAT TOP CONTAINER

MONTHLY RATE: _____

QUANTITY: _____

TIPPING: _____

SERVICE DAY(S): _____

6 YARD FLAT TOP CONTAINER

MONTHLY RATE: _____

QUANTITY: _____

TIPPING: _____

SERVICE DAY(S): _____

4 YARD FLAT TOP CONTAINER

MONTHLY RATE: _____

QUANTITY: _____

TIPPING: _____

SERVICE DAY(S): _____

8 YARD FLAT TOP CONTAINER

MONTHLY RATE: _____

QUANTITY: _____

TIPPING: _____

SERVICE DAY(S): _____

COMMERCIAL FRONT LOAD EXTRA CHARGES

CASTERS: \$ 5.00/MONTH

LOCK BAR: \$ 5.00/MONTH

CONTAINER EXCHANGE: \$50.00

DELIVERY: \$50.00

REMOVAL: \$50.00

EXTRA SERVICE: \$60.00

DRY TRIP: \$50.00

ROLL-OFF AND COMPACTOR SERVICES

20 YARD ROLL-OFF CONTAINER

PRICE PER HAUL: _____

30 YARD ROLL-OFF CONTAINER

RENTAL: _____

40 YARD ROLL-OFF CONTAINER

PRICE PER HAUL: _____

SERVICE DAY(S): _____

COMPACTOR (ANY STYLE)

COMPACTOR SERVICE OF ANY STYLE IS SUBJECT TO TERMS AND CONDITIONS SET BY CUSTOMER AND THE CITY OF CULLMAN.

PRICE PER HAUL: _____

RENTAL: _____

INSTALLATION COST: _____

NOTES: _____

CITY OF CULLMAN SANITATION DEPARTMENT SERVICE AGREEMENT

TERMS AND CONDITIONS TO SERVICE AGREEMENT

- 1. DEFINITION OF EQUIPMENT:** “Equipment” as used herein shall mean all equipment and containers furnished by the City of Cullman [hereinafter referred to as “City”] providing services as specified on the face of this agreement. All equipment furnished by the City, which Customer has not purchased, shall remain the property of the City. Customer shall have no right, title, or interest in the equipment and the equipment shall return to the City upon termination of this agreement in the same condition as received, reasonable wear and tear accepted.
- 2. DUTIES AND LIABILITIES:** Customer shall be responsible for the safekeeping of the City’s equipment. Customer shall not remove or move the equipment and shall not permit the equipment to be removed or moved or make any alterations or improvements to equipment without the prior written consent of the City. Customer shall not overload the equipment nor use it for incineration purposes. Customer is liable for any loss, damages, or costs in excess of reasonable wear and tear or as a result of overloaded equipment, including overweight tickets that may be issued to the City for loads exceeding the current weight limit of ten tons. In the event this law changes, Customer shall adhere to the new law weight limits. Customer understands that the City cannot weigh the container prior to removal of the loaded container due to the expense involved and, thus, liability for overweight violations shall be fully borne by the Customer. Customers shall indemnify, defend, and hold the City harmless from and against all claims, liabilities, damages, and penalties – including injury or death to persons and loss or damage to property – arising out of or in connection with Customer’s use, operations, or possession of the equipment. Customer shall keep all information, including but not limited to pricing and terms, in this agreement confidential, as sharing such trade information could cause irreparable harm to the City.
- 3. CHANGES:** The parties may agree to changes in frequency of collection service, locations, or the number, capacity, and type of equipment, orally or in writing. Consent to oral changes shall be evidenced by the actions and practices of the parties and shall become part of this agreement. Customer’s change of its business location(s), or sale of its business, shall not terminate this agreement when the Customer’s new location and/or new owner is within the City’s service area unless otherwise provided in writing by the City. If Customer and/or new owner relocates outside of the City’s service area, then Customer shall be released from this agreement. The City may substitute similar, yet equivalent, services and/or containers at no extra cost if a specific container is out of stock in inventory.
- 4. CHANGES, FINANCIAL RESPONSIBILITY, AND PAYMENTS:** Customer shall pay to the City in accordance with the schedule of charges or any increases thereto as set forth in this agreement. Payment is due within thirty (30) days of the invoice date. Customer agrees that if payment is not made within thirty (30) days of the date of the invoice, Customers shall pay interest on any past due invoices equal to the greater of 1.5% per month or the maximum lawful rate until paid in full. Customer further agrees that in the event it makes its payments by electronic means, the City is entitled to add to those electronic transfers all charges for costs and expenses allowed by this agreement

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including costs for overweight tickets, return of rejected waste materials, extra hauling costs if equipment is inaccessible, etc. Customer waives any right to revoke any payments made pursuant to this paragraph. Customer agrees to credit limits set forth by the City and agrees to pay sooner if necessary at City's sole discretion in the event credit limit is exceeded. Pre-payment may be requested at City's sole discretion. From time to time, at City's request, customer shall furnish financial information to City sufficient for City to determine Customer's creditworthiness under this agreement. In some instances, Customer may require an additional insured certificate which, upon written request to the City, shall be provided. Customer hereby agrees to waive any rights to dictate insurance requirements to City or withhold any payments due to such.

5. **WASTE MATERIALS:** Customer warrants and represents that the waste materials delivered to City under this agreement will not contain any hazardous, toxic, or radioactive waste or other special wastes as those terms are defined under applicable federal, state, and/or local laws or regulations and contain only waste materials that may be disposed of in a Class I landfill. Customer shall retain title to and liability for all waste materials. City shall be entitled to return the equipment to Customer's site for unloading of waste material that is rejected at the disposal site, or that otherwise violates this paragraph. Recyclable materials loads deemed as "contaminated" by the driver shall be charged at price subject to City's discretion. Customer shall indemnify, defend, and hold City harmless from and against all claims, liabilities, fines, and costs of any nature whatsoever arising out of the breach of warranty stated above including extra hauling and/or disposal fees incurred. Customer shall also not load equipment with tree stumps or telephone poles.
6. **PAYMENT DISPUTE:** In the event Customer fails to pay the City for disposal services or equipment – or in the event Customer is in default of this agreement – City may enter Customer's premises and remove City's equipment and any materials disposed therein or may leave equipment on-site without providing service until payment is made. Customer shall remain liable for all monthly fees incurred during suspension of service for non-payment. Customer shall indemnify, defend, and hold City harmless from any claims and costs for the removal of City's equipment and the removal of all Customer's materials from City's equipment.
7. **PLACEMENT AREA, WEIGHT RESTRICTIONS, AND SURFACES:** Customer warrants and represents that any right-of-way provided by Customer, from Customer's vehicles/containers placement to the most convenient public way, is sufficient to bear the weight of all of the City's vehicles, containers, and containers' contents required to perform the service herein contracted. Customer also warrants sufficient overhead and side clearance to accommodate the placement and movement of vehicles/containers. Customer hereby requests and assumes the liability for the City to set aside any equipment blocking placement of City's equipment (including, but not limited to, old containers) so long as the City has equipment that is able to operationally do such. City shall not be responsible for damages to any private pavement or accompanying subsurface of any route necessary to perform the services contained herein, City shall not be responsible for overhead and/or side obstacles (such as electrical wires, overhanging rooflines or eaves, trees, walls, corrals, gates, etc.), whether such obstacles are within

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Customer's lot line or on a neighboring property, or for damages to old equipment that is relocated at Customer's request. Customer agrees that the City shall have access to its containers at all times. If any container cannot be accessed immediately by the driver due to overloading, blocked areas, or for any other reason other than the City's sole fault, Customer shall be held responsible at City's discretion. Customer also authorizes the City to use its best judgment in placing container(s) if City finds the Customer's initial placement request (if given) is not feasible. Relocations and/or "dry runs" shall be charged at City's discretion, and the same for regular haul prices. Customer shall defend and hold City harmless from all claims, damage suits, penalties, fines, liabilities, and extra costs for any such damages or for extra hauling fees due to inaccessibility of equipment. Inactive equipment may be pulled at City's discretion.

8. **COST INCREASES:** Because sanitary landfill disposal charges, fuel costs, and/or other vendor costs are a significant cost of the services provided by the City under this agreement, the City may increase the price from time to time due to increased costs of this nature. City makes no guarantees on any rate cap or term modification clauses set forth in this agreement. Such modifications – including, but not limited to, rate caps – are merely estimates based upon past waste industry data and the City shall do its best, in good faith, to adhere to such estimates according to this agreement.
9. **ATTORNEYS AND COLLECTION FEES:** Should the City incur any costs in conjunction with enforcing any of the terms of this agreement, City shall be entitled to reimbursement from Customer. Those costs shall include any and all attorney fees, court costs, collection costs, and other costs actually incurred of any kind.
10. **ORDER OF PRECEDENCE:** If any conflict, ambiguities, or differences exist in this agreement, the typed original language shall govern over those which are handwritten/modified.
11. **RELATIONSHIP OF PARTIES:** The parties are independent contracting parties and are not the agents or legal representatives of the other for any purpose.
12. **ENTIRETY OF AGREEMENT:** This agreement as written embodies the entire understanding between the City and Customer with respect to the subject matter therein, and all previous negotiations, discussions, and written or oral agreements are hereby superseded by this agreement. The terms of this agreement also supersede and control any previous course of dealing or usage in trade.
13. **NO WAIVER - CUMULATIVE REMEDIES:** City's delay in enforcing or failure to enforce any of the provisions of, or rights under, this agreement, or City's delay or failure to exercise any elections provided in this agreement, shall not be considered to be a waiver of the right to thereafter enforce such provisions or rights or exercise subsequent elections. Any and all of the rights and remedies conferred upon the City under this agreement shall be cumulative and in addition to, not in lieu of, any other rights or remedies at law or in equity.
14. **CORPORATE AUTHORITY AND PAYMENT GUARANTY:** The Customer's individual signature (initials) to the front of this agreement hereby represents that he/she is an authorized agent of Customer, has been directed to enter into this agreement on behalf of the Customer, and has full authority to bind Customer to all terms and

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conditions contained in this agreement. Customer acknowledges that the City is relying on these express representations when entering into this agreement and that such representations are a material inducement to the City entering into this agreement and proceeding with the services outlined above. If the owner or an officer of the Customer signs this agreement, his/her signature personally guarantees that payment shall be made should the corporation for any reason fail to make necessary payment(s). Legal action filed against the individual signing and/or the Customer is at the City's own discretion.

15. **SECURITY:** To ensure Customer's payment of its obligations under this agreement, Customer hereby grants to the City interest in all property assets of Customer and authorizes the City to file financing statements to perfect such security interest.
16. **ASSIGNMENT:** The City reserves the right to assign this agreement and/or delegate its obligations hereunder. If Customer sells all or part of its business, this agreement shall be honored by, and bind, the new owner(s) of Customer's business.
17. **EARLY TERMINATION:** Customer acknowledges that the City and/or its vendors have dedicated certain equipment, personnel, and/or incurred other debts/commitments to service Customer and has a right to profit in good faith as a business during its relationship with the Customer. In the event that Customer breaches this agreement, terminates service prior to the expiration of the initial term or any renewal term, closes its business, or hauls its own waste, Customer shall be liable to the City for all damages suffered or incurred of whatever kind including direct, incidental, and consequential damages (i.e., lost revenue/profits and/or removal of equipment, etc.). Customer acknowledges that the actual damages to the City in the event of termination are difficult to fix or prove, and that the resulting liquidated damages amount is reasonable and commensurate with the anticipated loss to City from such termination and is an agreed upon estimate of damages and is not imposed as a penalty. Liquidated damages shall be an amount equal to fifty percent of the product obtained by multiplying the number of months remaining in this agreement. An additional cost can apply at City's discretion.

I HAVE READ AND AGREE TO UPHOLD THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT BY THE CITY OF CULLMAN.

Date

Signature

Printed Name & Title

CITY OF CULLMAN

Sam Dillender, Superintendent