

## Dumpster Fee Chart For Temporary Placement

Dumpster Size	Delivery Fee	Daily Rental Fee	Fee per Dump
1 yard	\$15	\$3	\$19.62
1 ½ yard	\$15	\$3	\$24.10
2 yard	\$15	\$3	\$31.39
4 yard	\$15	\$3	\$54.37
6 yard	\$15	\$3	\$86.88

No Freon appliances accepted. Minimum fee of \$25.00 will apply if put in dumpster. Recycle your appliances with Appliance Pick Up service 1-800-414-5072.

Please contact the City of Mount Vernon at 360-336-6218 with any questions about these fees. Fax 360-336-0633.  
Email: [mvutilities@mountvernonwa.gov](mailto:mvutilities@mountvernonwa.gov)

No concrete, asphalt, tires (more than four automobile tires), paint, flammable liquids, pesticides, herbicides, appliances, hazardous waste, hot ashes, construction debris, roofing material, bricks, rocks, sod, dirt, yard waste, and chemicals allowed. Some of these items need to be kept separate from the garbage, and some can be recycled for free, so please describe the material you need to dispose of at the time of your dumpster request, we will be glad to help you identify the least cost option for disposal.

CITY OF MOUNT VERNON EQUIPMENT RENTAL  
CONTRACT TERMS AND CONDITIONS

AGREEMENT # \_\_\_\_\_

No operators are furnished, directly or indirectly, with City of Mount Vernon (herein "CITY") equipment or dumpsters. In consideration of renting equipment or dumpsters (herein "EQUIPMENT") it is agreed as follows:

1. "Customer" means person(s) signing this Agreement and any other party to whom the charges incurred are billed, with CITY consent, at the express direction of such party or the person signing this Agreement, both being jointly and severally liable for such charges. "Equipment" means the dumpster identified in this Agreement and all accessories and equipment attached thereto or contained therein.
2. This Agreement commences on the date indicated and shall continue until equipment has been returned to CITY on the date specified, or sooner upon CITY'S demand, oral or written, if Customer is in breach of any of the terms of this Agreement, or without demand as provided in Paragraph 5 below.
3. Equipment is CITY property. This Agreement is a contract for use of the rental equipment only. While equipment is on lease to Customer, Customer is not The CITY'S agent for any purpose. Any service to or replacement of a part or accessory to equipment or equipment itself during the lease period must have CITY'S prior approval. Customer acquires no rights other than the right to use equipment in accordance with this Agreement.
4. Customer hires the equipment on an "as is" basis. Customer acknowledges that he (she) has personally examined the equipment at point of delivery and confirms that is in good condition and repair unless otherwise noted. **Customer agrees to comply with all caution/safety labels attached to the equipment. Customer agrees to comply with all written equipment use instructions.**
5. Customer shall return equipment to CITY in the same condition as received, except for ordinary wear. "Ordinary wear and tear" shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and proper use of the equipment. Damage which is not "ordinary wear and tear" includes but is not limited to damage resulting due to overturning, overloading or improperly loading, or exceeding rated capacities; improper use; abuse. Customer shall be responsible for all loss and damage caused other than ordinary wear and tear. Upon end of lease period Customer shall contact CITY during regular business hours to arrange for equipment pickup. CITY reserves the right to repossess equipment at any time without demand at Customer's expense if equipment is used for an illegal purpose or unsafe purpose, is apparently abandoned, or is being used in violation of this Agreement. Customer waives prior notice, pre-seizure hearing and judicial process as prior condition to CITY'S repossession and CITY may enter upon Customer's premises without being liable for trespass for repossession purposes. CITY may take any other steps which CITY shall reasonably deem necessary to recover equipment. In the event of any equipment replacement for

any reason, City may, at its option, terminate this Agreement and any replacement equipment shall be rented under the terms of a new Agreement.

6. Customer shall pay CITY the sum of (A) all charges as specified in this Agreement; (B) all other sums due under this Agreement; (C) applicable state and local sales, use and gross receipts taxes on the rental, or the amount charged by CITY ; (D) CITY'S costs, including reasonable attorney's fees incurred in collecting payments due from Customer and/or gaining custody of equipment; and (E) all fines, penalties, forfeitures, court costs, and other expenses assessed against CITY, arising out of the violation of any law or regulation with respect to Customer's possession, operation or use of equipment. Should Customer fail to pay CITY in accordance with this Agreement customer agrees to pay CITY a late payment charge on such delinquent payment until paid at the maximum legal contract rate allowable or 12% per annum, whichever is less. Customer is prohibited from subletting the equipment, nor may this Agreement be assigned or pledged by Customer. All charges are subject to final audit. If upon final audit an error is found in an earlier calculation, Customer shall pay the corrected charges.

7. **LIABILITY PROTECTION PROVIDED BY CUSTOMER.** Customer shall, at its sole cost, provide liability coverage for Customer, and their respective agents, servants and employees, in accordance and as required by applicable state and federal laws against liability for bodily injury, including death, and property damage arising out of maintenance, use and operation of CITY equipment. Customer shall indemnify, and hold harmless, CITY and its agents and employees, from and against all loss, liability, and expense as a result of bodily injury, death or property damage caused by or arising out of maintenance, use or operation of CITY equipment. Such coverage shall name CITY additional insured and shall be in a form acceptable to CITY. Customer shall deliver all policies of insurance, or evidence satisfactory to CITY of such coverage, prior to delivery to Customer of equipment. Each insurer shall agree, by endorsement upon the policy issued by it, or by an independent document provided to CITY, that it shall give CITY thirty (30) days prior written notice of the effective date of any alteration, modification or cancellation of such policy and that such notice shall be sent to CITY at CITY's address P.O. Box 809, Mount Vernon, Washington 98273.

1. **DEPOSIT.**

Customer acknowledges that one of the purposes and intent of the deposit is to secure and guarantee complete performance of customer obligations under the contract.

2. **WARNING.**

The use of false or fictitious identification to obtain the equipment may result in criminal prosecution.

3. **POSSESSION.**

Customer's right to possession of the equipment terminates on the return date indicated on the attachment of this contract. Retention of Possession after this date constitutes a material breach of this agreement.

This is the essence of this agreement. Any extension of this agreement must be agreed upon in writing. Title to the equipment is and shall remain the City's. If the equipment is not returned and/or levied upon for any reason whatsoever, the City may retake said items without further notice of legal process and use whatever force is reasonable and necessary to do so. Customer hereby agrees to indemnify, defend and hold City of Mount Vernon harmless from any and all claims and costs arising from such retaking. If equipment is levied upon, customer shall notify City of Mount Vernon immediately.

4. RECEIPT/INSPECTION OF EQUIPMENT

Customer hires the equipment on an "as is" basis. Customer acknowledges that they have personally inspected the equipment at point of delivery and finds it suitable for their needs. Customer acknowledges receipt of item listed in the attachment of this agreement and finds it in good working order and repair and that they understand its proper operation and use without further instructions regarding operation and use from the City. Customer acknowledges that they have had an opportunity to inspect all hitches, bolts, safety chains, other devices and materials on the equipment and customer further declares that they have received the equipment in a secure and operative condition.

5. SOLVENCY.

Customer represents to the City that they are not insolvent and should they become insolvent, that, they will notify City so arrangements can be made for immediate return to the City.

6. RENTAL PERIOD/RATE/PAYMENT

Rental period is for term specified in the "return date" section of the attachment to this agreement. Rental charges begin immediately upon delivery of the equipment to the location directed by the customer. Rental charges end upon return of the equipment to the City in an acceptable condition. The City may terminate rental at any time and retake the equipment without further notice in case of violation by customer of any terms or conditions of this agreement. Customer agrees to pay any collection costs and attorney's fees incurred in collection of this account or any dispute arising under this agreement.

7. ORDINARY WEAR AND TEAR.

"Ordinary wear and tear" shall mean only the normal deterioration of the equipment on a caused by ordinary, reasonable and proper use of the equipment. Damage which is not "ordinary wear and tear" includes but is not limited to damage resulting due to overturning, overloading, or exceeding rated capacities; improper use; abuse. Customer shall be responsible for all loss and damage caused other than ordinary wear and tear.

8. COMPLIANCE WITH LAWS/USE OF EQUIPMENT.

**Customer agrees to comply with all caution/safety labels on the equipment. Customer agrees to comply with all written use instructions. (see attachment)**

Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner. Customer acknowledges that the City has no physical control over the use of the equipment. Customer agrees at their sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations (including O.S.H.A. and W.I.S.H.A.) which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fees, permits or taxes arising from their use of the equipment, including any subsequently determined to be due as a result of an audit.

Customer shall not allow any person who is not qualified to operate the equipment or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment **without the City's written permission**, or allow a lien to be placed upon equipment.

Customer agrees to check and visually inspect the equipment at least daily and to discontinue use and immediately notify the City when equipment is found to need repair or maintenance. Customer acknowledges that the City has no responsibility with respect to equipment while it is customer's possession if the equipment becomes unsafe or requires repair, customer shall discontinue using it and notify the City immediately.

9. RETURN OF EQUIPMENT.

Customer agrees to notify the City during regular business hours upon "return date" to arrange time for equipment pickup.

10. DISCLAIMER OF WARRANTIES.

The City makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for customer's particular intended use, or that it is free of latent defects. The City shall not be responsible to customer or any third party for any loss, damage or injury caused by, resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. The City shall not be responsible for any defect or failure unknown to the City. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that customer notifies the City immediately of such failure within twenty four (24) hours of each failure.

11. DAMAGE AND THEFT RESPONSIBILITY. The Customer agrees to reimburse the City for all cost to repair or replace equipment damaged. Specifically, but not limited to the following:

- a) Loss or damage resulting from overloading, improperly loading or exceeding rated capacity of the equipment;
- b) Loss or damage caused by misuse, abuse, failure to maintain by customer, it's employees or persons to whom the equipment is entrusted;
- c) If equipment is used in any manner or for any of the purposes prohibited by this agreement or in violation of any applicable laws, ordinances or

regulations, or is used for an illegal purpose, or is obtained from CITY by fraud or misrepresentation all use is without CITY's permission. All damage or loss resulting from use of the equipment in violation of such will be deemed improper and negligent;

- d) Overhead damage
- e) Damage from dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. Customer is responsible for cleaning and repainting or reimbursement for, as required. Customer shall exercise all rights available to them under said insurance, take all action necessary to process such claim and customer further agrees to assign said claim, and any and all proceeds from such insurance shall be payable to the CITY.

12. SUBLETTING/LOCATION OF EQUIPMENT.

Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which customer represented it was to be used.

13. Additional Terms. If any, attached hereto or on the reverse side hereof, are made a part of this agreement by reference and are described as follows:

**CITY OF MOUNT VERNON GARBAGE DUMPSTER  
USE INSTRUCTIONS**

**AGREEMENT # \_\_\_\_\_**

These instructions are intended to assist in the use and placement of any 1yd to 8yd size garbage dumpster that is permanently placed or temporarily rented from the City of Mount Vernon. There are various size dumpsters available and all require that a certain amount of safety and common sense be applied when in use or in the possession of the user.

Please read all use instructions completely and if you are unsure of any part of these instructions please contact the City of Mount Vernon Solid Waste Division for clarification prior to its use. A solid waste division employee will be glad to help with any questions. They can be reached Monday thru Friday 8:00 a.m. to 5:00 p.m. at **360-336-6218**.

**DUMPSTER SIZES AVAILABLE FOR TEMPORARY OR PERMENANT USE**

<u>CAPACITY</u>	<u>APPROXIMATE DIMENSIONS</u>
<u>SIZE</u>	<u>WIDTH – LENGTH - HEIGHT</u>
1 YARD	5ft x 2ft x 4ft
1-1/2 YARD	5ft x 3ft x 4ft
2 YARD	5ft x 3-1/2ft x 4ft
4 YARD	6ft x 4-1/2ft x 4ft
6 YARD	6ft x 5-1/2ft x 4ft

Container damage is the customer's responsibility, and all costs for repair or replacement must be paid for by the customer, except only if due to City fault. To avoid container damage, location changes are to be done by the City. If at any time during the rental period you find the container in need of repairs due to vandalism, abuse, or normal wear you **must** discontinue use and contact the solid waste division immediately at **336-6218**. Customers must never make repair themselves. The City will either make repairs on site or change it out with another container.

## **1YD – 6YD SIZE CONTAINERS**

Customers are cautioned that refuse trucks and equipment can be heavy. Any conditions susceptible to damage (e.g. driveway, curbs, lawn, sprinkler systems, shrubbery, etc.) by delivery, placement, or dumping of the container must be disclosed to the City in writing at or before the time of delivery. No refuse truck is permitted to “jump” curbs; an apron or curb cut must be used. The container must be placed on a firm and level surface.

All containers, 1 to 6 yards in capacity must be placed on the customers property with a minimum space of 12ft. X 10ft. available for service. Containers cannot be placed on the sidewalk. The container must be accessible for pick up by the commercial refuse truck. Vehicles, equipment, and material must be kept clear. A return trip charge of \$22.00 may be assessed if we must return multiple times to dump a container that had been scheduled for service, but was inaccessible and not dumped for any reason other than the City’s responsibility.

**Unacceptable items:** Concrete, asphalt, tires (more than four automobile tires), paint, flammable liquids, pesticides, herbicides, appliances, hazardous waste, hot ashes, construction debris, roofing material, bricks, rocks, sod, dirt, yard waste, and chemicals. Some of these items need to be kept separate from the garbage, and some can be recycled for free, so please describe the material you need to dispose of at the time of your dumpster request, we will be glad to help you identify the least cost option for disposal. For more disposal options contact the City of Mount Vernon Solid Waste Division at **336-6218** or the Skagit County Household Hazardous Waste Collection Center at **424-3873**.

The contents of any front load container is limited to 1 -1/2 tons total weight, and items placed in the container must be less than 4’ in length. The contents must be able to fall freely from the container and the lids must be able to close. Any debris extending above the top or stacked around the container will be charged at a rate of \$15.75 per cubic yard with a minimum charge of \$5.50.

Rent is \$3.00 per day and a \$15.00 delivery fee is billed to the property owner’s City utility account when a temporary container is placed.

As a condition of service; Container placement location requires City approval, and a signed Equipment Rental Contract and Dumpster Use Instruction Sheet must be on file at City Hall.

Customers must **never** allow anyone (employee, customer, or citizen) to work on, play on or around, or enter the container for any reason. Customer accepts all responsibility for any damage or injuries that may occur related to the container when they are in possession of the container.



**For dump service call 360-419-3231.** For temporary containers, when you call for service be sure you indicate if you want to keep the container longer or that you are finished with it. Customer accepts risk and responsibility for any illegal or illicit dumping. If you wish to have the container “locked” the City can provide pass locks and keys.



**REQUEST FOR  
TEMPORARY GARBAGE DUMPSTER**

Name on Account: \_\_\_\_\_ Phone: \_\_\_\_\_

Address where container will be located: \_\_\_\_\_

Billing address (if different): \_\_\_\_\_

Account Number: \_\_\_\_\_ Delivery Date: \_\_\_\_\_ Delivery Time: \_\_\_\_\_

On-site Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

- **PRE-PAYMENT** is required for temporary dumpsters if you are a first time customer or a tenant. Payments to be made at the Finance Department.
- Requests received before 11:00am may qualify for same day service.
- Dumpsters will be delivered between 8:00am-11:00am and 12:00pm and 2:00pm.

***The following items are NOT accepted for disposal:***  
 Yard debris, stumps, sod, rocks, concrete\*\*, asbestos, dead animals, tires, fuel tanks and hazardous material

- *Please call 360-419-3231 for dumpster hauls or extra dump. We require 24 hour notice for all dumpster hauls.*
- *Driver makes final decision on dumpster placement*
- *On-site contact person needs to be at the site for dumpster delivery & instructions*

I request the following temporary dumpster for the above address:

	<b>Rental Fee</b>	<b>Dump Fee</b>	<b>Disposal Fee</b>	<b>Delivery Fee</b>
_____ 1 yard container	\$3.00/day	\$19.62	None	\$15.00
_____ 1 1/2 yard container	\$3.00/day	\$24.10	None	\$15.00
_____ 2 yard container	\$3.00/day	\$31.39	None	\$15.00
_____ 4 yard container	\$3.00/day	\$54.37	None	\$15.00
_____ 6 yard container	\$3.00/day	\$86.88	None	\$15.00
_____ 8 yard container	\$3.00/day	\$108.74	None	\$15.00
_____ 10 yard container**	\$4.00/day	\$174.37	\$88.00/ ton	\$25.00
_____ 20 yard container	\$4.00/day	\$174.37	\$88.00/ ton	\$25.00
_____ 30 yard container	\$4.00/day	\$174.37	\$88.00/ ton	\$25.00

\*\* 10 yard container is only for concrete projects

Placement: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

OFFICE USE ONLY

Agreement #: \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Last Haul Date: \_\_\_\_\_

Rental Fee: \_\_\_\_\_