

Dumpster Fee Chart For Temporary Placement

Dumpster Size	Delivery Fee	Daily Rental Fee	Haul Fee**	Fee per Tonnage**
10 yard*	\$25	\$4	\$174.37	\$88
20 yard	\$25	\$4	\$174.37	\$88
30 yard	\$25	\$4	\$174.37	\$88

*For concrete or asphalt projects

**These fees are assessed each haul

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

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 is 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 INDUSTRIAL ROLL-OFF GARBAGE DUMPSTER
USE INSTRUCTIONS**

AGREEMENT # _____

These instructions are intended to assist in the use and placement of any size industrial roll-off garbage dumpster that is permanently placed or temporarily rented from the City of Mount Vernon. Roll-off dumpsters are available in three different sizes 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>ROLL-OFF</u>	
<u>10 YARD</u>	<u>8ft x 12.5ft x 4.5ft</u>
<u>20 YARD</u>	<u>8ft x 16ft x 6ft</u>
<u>30 YARD</u>	<u>8ft x 21ft x 7ft</u>

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.

10, 20 & 30 YARD
ROLL-OFF CONTAINERS PG 1.

Conditions of service for any roll-off container are;

1. The container placement location requires City approval.
2. A signed Equipment Rental Contract and Dumpster Use Instruction Sheet must be on file at City Hall, complete with customer contact name and phone number.
3. At the time of delivery, it is required that a City Solid Waste Division employee make contact with the customer to provide a brief safety walk around.

Customers are cautioned that refuse trucks and equipment can be heavy. Any conditions susceptible to damage (e.g. driveways, 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 roll-off containers must be placed on the customer’s property with a minimum space of 10ft. X 20ft. made available for placement. Containers cannot be placed on the side walk.

The container must be accessible for pick up by our commercial refuse truck. Vehicles, equipment, and material must be kept clear from in front of the container when a “dump” request has been made.

A return trip charge of \$35.00 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.

The contents of any roll-off container is limited to 10 tons total weight, and items placed in the container must be less than 8’ in length. Load uniformly front to back.

The contents must be able to fall freely from the container when dumped. Roll-off containers may not have debris extending above the top rim. Such overfilled containers will be brought into compliance or not hauled until brought into compliance, at the driver’s discretion.

The top lid must be lowered **completely** and the back doors must be completely shut and latched before the container will be hauled.

Large quantities of tires (more than four), paint, flammable liquids, pesticides, herbicides, appliances, hazardous waste, hot ashes, and chemicals are unacceptable. If you need to dispose of any quantity of concrete or asphalt, please notify us. This material can be recycled at a cost savings to you, but it must be kept separate from a garbage load and must be no larger than 1ft. chunks. 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**.

10, 20 & 30 YARD

ROLL-OFF CONTAINERS PG 2.

Customer must **never** allow anyone (employee, customer, or citizen) to work on, play on or around, or enter the container for any reason. Anytime the top lid is open, the safety chain **must** be attached to the lid bracket.

Customer accepts all responsibility for any damage or injuries that may occur related to the container when they are in possession of the container.

Rent is \$4.00 per day and a \$25.00 delivery fee is billed to the property owner's City utility account when a temporary roll-off container is placed.

Our haul fee is \$174.37 per haul and the County Transfer Station will access an \$88.00 per ton disposal/tip fee. Copies of the weight slip(s) will be provided upon request.

For dump service call 336-6218. All requests for dumps require one business day advance notice. For temporary containers, when you call us to request a haul, 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.

20 & 30 yard roll-off container lid operation:

To raise the lid, 1st check to see that the hinge pins are in place, 2nd make sure the cable rigging is in place, 3rd Turn the winch handle until the cable raises the lid to the desired height, 4th Place the safety chain in the lid bracket and release the tension on the cable by turning the winch handle the opposite way you turned it to raise the lid.

To lower the lid, 1st turn the winch handle until the cable raises the lid enough so you can release the safety chain from the lid bracket, 2nd Turn the winch handle the opposite way until the lid comes down and makes contact with the top edge of the container.

Once again, if you are unsure of any part of these dumpster use 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 at **336-6218**, Monday through Friday 8:00 a.m. to 5:00 p.m.



**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:

	Rental Fee	Dump Fee	Disposal Fee	Delivery Fee
_____ 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: _____