

**TYGARTS VALLEY SANITATION INC.**  
 PO Box 142, Beverly, WV 26253  
 Phone (304)338-2003 Fax (304)-338-2011

**CONTRACT FOR COMMERCIAL SERVICE**

Customer Name(s) \_\_\_\_\_ Date to begin service: \_\_\_\_\_

Service Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Numbers: Work: \_\_\_\_\_ Cell: \_\_\_\_\_ FEIN OR SSN: \_\_\_\_\_

**DUMPSTER FOR CUSTOMER'S USE ONLY - NO OUTSIDE WASTE  
 (OTHER BUSINESS, GROUPS OR INDIVIDUALS)  
 PER MANDATORY DISPOSAL OF SOLID WASTE LAW CODE 20-9-9**

REAR LOAD DUMPSTER	QTY	DUMPSTER SIZE	SUN	MON	TUES	WED	THUR	FRI	SAT

NOTE: Refer Specifically on back to "USE OF THE CONTAINER" and "CONTAINER PICKUP"

CARDBOARD DUMPSTER	QTY	DUMPSTER SIZE	SUN	MON	TUES	WED	THUR	FRI	SAT

NOTE: Refer Specifically on back to "USE OF THE CONTAINER" and "CONTAINER PICKUP"

HAND LOAD COLLECTION	SUN	MON	TUES	WED	THUR	FRI	SAT
	_____	_____	_____	_____	_____	_____	_____

UP TO \_\_\_\_\_ BAGS PER MONTH - BAG SIZE NOT TO EXCEED 30 GALLONS - EXTRA CHARGE FOR EXCESS

NOTE: Refer Specifically on back to "HAND PICKUP"

Monthly Rate of \_\_\_\_\_ based on capacity of rear load containers and/or volume of hand load collection on once a week collection or as noted in the above blocked areas. Additional charges will apply for garbage exceeding the capacity of the containers or established hand load collection volume. Additional pickups beyond once a week collection will be considered as extra pickups and additional fees assessed.

See STANDARD TERMS and CONDITIONS on the back, which are incorporated herein by reference and which are included as part of this Agreement. By signing this agreement, you acknowledge you have read and understood the terms and conditions on the reverse side of the Agreement.

_____ (CUSTOMER)	TYGART VALLEY SANITATION CORPORATION INC.
_____ AUTHORIZED SIGNATURE      _____ DATE	_____ AUTHORIZED SIGNATURE      _____ DATE

**TERMS OF PAYMENT: All bills payable on the 1<sup>st</sup> of each month.** 1.5% Late Charge after 15 days. Accounts more than 30 days past due are subject to termination with no notice. All cost of collections including reasonable attorney's fees shall be added to the principal sum if legal means are required for obtaining payment for services rendered. There is a thirty dollar (\$30.00) Returned Check Fee when a check or other payment is returned by the Customer's bank.

## TERMS AND CONDITIONS OF SERVICE AGREEMENT

**GENERAL:** Tygart Valley Sanitation Corporation Inc. (Contractor) agrees to furnish the solid waste collection and disposal services and/or equipment specified herein and Customer agrees to make the payments as provided for herein and abide by the terms and conditions of the Agreement.

**BINDING EFFECT:** This Agreement is a legally binding contract on the part of both Contractor and Customer in accordance with the terms and conditions set out herein.

**TERMS OF AGREEMENT:** Unless otherwise set forth on the Agreement, the original term of this Agreement shall be one year beginning with the service commencement date. This Agreement shall be automatically extended, on the same terms and conditions for additional periods of one year each unless either party, at least 60 days prior to the expiration of the original term of this Agreement or any extended term, gives the other notice in writing by certified mail or its intent to terminate this Agreement.

**CHARGES AND PAYMENTS:** Customer shall pay Contractor on a monthly basis for the collection and disposal service provided by Contractor in accordance with the schedule of charges shown on reverse side of this agreement. Payment shall be made by Customer within twenty (20) days following the month that service is provided. In the event that payment is not made when due, Contractor at its sole option may at any time terminate this Agreement on notice to the Customer and recover any equipment on the premises of the Customer. A late charge at the rate of 10% will be imposed on any balance not paid within the 20<sup>th</sup> of the following month service is provided. Any additional collection will be classified as an "extra pickup" and so duly charged.

**DEFINITION OR EQUIPMENT:** The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste material.

**LIABILITY FOR EQUIPMENT:** Customer acknowledges that it has the care, custody and control of equipment owned by the Contractor and accepts responsibility for the equipment and its contents except when it is being physically handled by the employees of Contractor. Therefore, Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all claims for loss of or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this Agreement.

**CUSTOMER DUTIES AND LIABILITY:** Customer shall be responsible for the cleanliness and safekeeping of the equipment and for the environment that the equipment sets in. Therefore any and all damages created other than normal wear and tear and acts of nature would be the responsibility of the Customer. Customer shall not make any alterations or improvements to the equipment without prior written consent of Contractor. Customer shall not overload the equipment nor use it for incineration purposes, and shall be liable to Contractor for loss or damage in excess or reasonable wear and tear. All equipment furnished by Contractor for use by Customer which the Customer has not purchased, shall remain the property of Contractor and the Customer shall have no right, title, or interest in the equipment. On collection day, the Contractor's vehicle shall have a clear access to the equipment. **The equipment shall be kept clear of automobiles, snow and obstructions. Failure to comply with this will result in the container not being emptied until the following scheduled collections.**

**DRIVEWAYS AND PARKING AREA:** Customer warrants that right of ways provided by Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform the service herein contracted. It is the intent of the Agreement that the Contractor shall not be responsible for damage to any private pavement or accompanying subsurface of any route reasonably necessary to perform the service herein contracted. Customer is to furnish a concrete or asphalt pad on which to place dumpster (Minimum recommended size 8' wide plus the dumpster top dimensional length).

**USE OF THE CONTAINER:** The service provided to the Customer by Contractor is for the Customer's exclusive use in Customer's business. The Customer shall not allow waste to be placed for removal that is not generated as a part of the Customer's business. Contractor may refuse to provide service to Customer if Customer allows waste to be placed for removal that is not generated as part of Customer's business or the contractor may bill the customer for waste not generated as a direct part of the Customer's business.

**HAND PICKUP:** Service to the Customer will be provided by hand pickups. Except for cardboard, all waste to be picked up shall be plastic trash bags not exceeding thirty gallon: For the price, volume and schedule of service agreed to on the front side of the agreement, Contractor agrees to pick up for disposal a maximum of \_\_\_\_\_ bags per month. Any additional bags above this amount set out by Customer for pickup amount shall be charged \_\_\_\_\_ per thirty gallon bags or \_\_\_\_\_ per cubic yard.

**CONTAINER PICKUP:** Service to the Customer will be provided by mechanically lifted containers at the price, volume and schedule of service agreed to on the front side of the agreement. In the event that Customer sets out for disposal additional bags beyond the amount that has been agreed upon, the Customer shall be charged an additional \_\_\_\_\_ per bag or \_\_\_\_\_ per cubic yard plus \$5.00 fee for clean up around the container (Except for cardboard, all waste to be picked up shall be in thirty gallon plastic trash bags). If the amount of additional waste set out for disposal is a cubic yard or more, then Customer shall be charged the cubic yard rate set out on the front side of this agreement.

**LANDFILL COST ADJUSTMENTS:** The landfill charges provided for herein shall be automatically adjusted from time to time in accordance with the actual increased charges paid by Contractor to the landfill operator. Contractor shall notify Customer of the increase and forward a copy of the notice received from the landfill operator.

**RATE ADJUSTMENT:** Since certain expenses of Contractor may increase for reasons beyond its control, Contractor shall have the right to increase the price of the services herein specified by giving not less than 30 days prior written notice to the Customer. However, if the Customer notifies the Contractor within 15 days after date of mailing or hand delivery of such notice that it does not agree to the price increase(s) therein specified, the price(s) will not increase, but Contractor shall have the right to terminate this Agreement anytime thereafter on not less than one week's notice to the Customer. Also rate adjustment would be made upon an approved PSC Order under the same above noted terms.

**CHANGES:** Changes in the Monthly Base Charge and/or other rates, the type, size and amount of equipment, and the frequency of service may be agreed to orally or in writing by the parties without effecting the validity of the Agreement. Consent to oral changes shall be evidenced by the practices and action of the parties.

**WASTE WHICH MAY NOT BE DISPOSED:** The Customer shall not place in the Equipment or otherwise include in any waste to be collected and hauled by Contractor, and Contractor shall not be required to accept, and may return to the Customer at the Customer's expense, waste which Contractor may not dispose of in a municipal solid waste landfill. Examples of such waste include, but not limited to batteries, radioactive, toxic, reactive, corrosive pathological, ignitable, acidic material or materials that are a hazardous waste. We are sorry...appliances, furniture, steel, rocks, ashes, bricks, wood and Christmas trees are not to be placed in dumpsters because these items do considerable damage to our packing equipment. Call our office to make arrangements for the removal of these items which are classified as an "Extra Pickup" and so is duly charged.

**DEFAULT AND REMEDIES:** Neither party shall be in default hereunder, if its nonperformance is by reason of delays or circumstances beyond the party's control, including, but not limited to, compliance with any federal, state or local law, rule or regulation, acts of God, fires, storms, work stoppage or delays, strikes or other labor disputes, transportation embargoes or delays, or inability to obtain materials, labor, equipment or transportation.

Contractor shall be in default only if it fails to cure any breach of its obligations hereunder as promptly, as reasonably, as possible after receiving written notice of the breach from Customer.

If Customer fails to make any required payments when due or fails to perform its other obligations hereunder, or if Customer becomes insolvent makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against customer, Contractor, in addition to its other remedies, may terminate this Agreement and without notice, demand or legal process enter upon Customer's property, and remove its equipment here from without liability for reasonable and necessary damages occasioned by such entry and repossession. If Customer defaults hereunder, Customer agrees to pay Contractor for costs and expenses and reasonable Attorney fees.

**ASSIGNMENT AND BENEFIT:** This agreement shall be binding on the parties and their successors and assigns. This agreement may be assigned by Contractor only upon written consent of the Customer.

**SPECIAL NOTE:** It is mandatory in order to insure Customer Service during the winter months, that all garbage is BAGGED and SECURELY TIED (except bulky materials such as cardboard boxes) before placing into dumpster. The cold weather months that this procedure is to be observed are November 1<sup>st</sup> thru April 1<sup>st</sup>. It is highly recommended that the above bagging practice be observed all year for obvious sanitary reasons! Also, it is the Customers responsibility on collection day to have the access to the garbage dumpster clear of automobiles, snow and any other obstruction which would interfere with the dumping of the dumpster. Failure to comply with any of the above will result in the dumpster not being dumped until the following scheduled collection day, or if a special pickup is requested.