

Northern Cheyenne Solid Waste Department Service User Agreement

1. COLLECTION SERVICES.

Northern Cheyenne Solid Waste Department ("NCSWD") shall provide _____ [name of Customer] ("Customer") with collection, transportation and disposal services for Customer's Approved Waste Materials ("Collection Services") at

_____ [location where Collection Services will be provided].

2. APPROVED WASTE MATERIALS.

Customer hereby represents and warrants that all materials and substances placed for Collection Services shall be Approved Waste Material and shall contain no other substances. "Approved Waste Materials" shall mean solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, and toxic or hazardous waste. The term "hazardous waste" includes, but is not limited to, any amount of waste or substance listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable tribal law or codes.

3. EXCLUSIVITY.

Customer grants to NCSWD the exclusive right to provide such Collection Services to Customer. Customer represents and warrants that it has no existing agreements with other companies or entities for the provision of Collection Services, and hereby agrees to hold NCSWD harmless from any claims, losses or damages resulting from any actions regarding any preexisting contracts for Collection Services.

4. PROPERTY ACCESS.

Customer hereby grants NCSWD the right to enter its property to the extent necessary to perform Collection Services.

5. SERVICE FEES.

Customer shall pay NCSWD \$ _____ per month for Collection Services in accordance with the "Schedule of Charges" set forth in this Agreement and the invoices delivered to Customer, as such amounts may be adjusted and additional charges assessed from time to time pursuant to paragraph 7 below. Payment is due in full on the receipt of invoice. Customer's account shall be considered to be past due if Customer has not made payment assessed pursuant to this paragraph by the due date specified on the invoice. NCSWD may, at its sole discretion, assess a monthly finance charge not to exceed the maximum interest rate allowed by law on all past due accounts and charge administrative fees or other charges representing costs incurred in connection with past due accounts. In the event that Customer fails to timely pay its invoice, the agreement will be terminate and services suspended until the Customer's account has been paid in full.

6. CHANGES IN SERVICE.

The parties agree that the type or frequency of service may be changed during the term of this Agreement without affecting the validity of this Agreement and that such change shall become a part of this Agreement. In the event Customer requests any additional services or a change in the type or frequency of service, the service fees charged will be adjusted and Customer agrees to pay the adjusted service fees, which shall become a part of this Agreement.

7. RATE ADJUSTMENTS.

Customer agrees that NCSWD may proportionately increase the service fees charged pursuant to this Agreement or add additional surcharges to adjust for any increase in: disposal, fuel and environmental costs; transportation costs; the Consumer Price Index; the average weight per container yard of the Customer's Waste Materials; and costs due to uncontrollable circumstances (including, without limitation, changes in tribal, state, or federal laws or regulations, imposition of fees or other governmental charges assessed against or passed through to NCSWD and acts of God such as floods, fires, terrorist acts, etc.). Payment of such increased service fees or additional surcharges shall not be withheld by the Customer. Increases in the service fees or additional surcharges for reasons other than those set forth in this Agreement requires the consent of the Customer which may be demonstrated verbally, in writing, or by the actions and practices of the parties.

8. RELOCATION OF RESIDENCE OR BUSINESS.

In the event Customer relocates its residence or business to another serviced area, Customer shall notify NCSWD and such relocation will not affect the validity of this Agreement, as long the NCSWD agrees to continue service to Customer at the new location.

9. EQUIPMENT.

Customer acknowledges and agrees that all Equipment furnished hereunder by NCSWD shall remain the property of Northern Cheyenne Tribe. The word "Equipment" as used herein shall mean all containers used for the storage of Approved Waste Materials including stationary compaction units; stationary bailing units, Approved Waste Material loading devices, tanks, tankers, and such other on-site devices as may be specified by NCSWD. Customer acknowledges that it has care, custody and control of the Equipment while at the Customer's location and accepts responsibility for all loss and/or damage to the Equipment (except for normal wear and tear of for loss or damage resulting from NCSWD handling of the Equipment) and for its contents. Customer agrees not to overload, by weight or volume, move or alter the Equipment in a manner inconsistent with its proper and intended purposes, and shall use the Equipment only for its proper and intended purposes. Customer agrees to indemnify, defend and hold harmless the Northern Cheyenne Tribe and its instrumentalities and agents against all claims, damages, suits, penalties, fines and liabilities for injury or death to a persons or loss or damage to property arising out of Customer's use, operation or possession of the Equipment. Customer shall provide unobstructed and reasonable access to the Equipment on the scheduled collection day.

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10. EQUIPMENT LOCATION AND STORAGE.

Customer agrees that any location provided by Customer for Equipment location or storage shall be conveniently accessible from the public right of way. Customer warrants that such locations are sufficient to bear the weight of all Equipment and vehicles reasonably required to perform Collection Services.

11. BREACH AND DAMAGES.

Customer shall be deemed to be in breach of this Agreement if Customer: (1) fails to pay service fees as set forth in this Agreement by the invoice due date; or (2) fails to comply with any of its other obligations in this Agreement. Customer shall promptly provide NCSWD with written notice of any issue that may prevent Customer from fully performing its obligations under this Agreement.

12. CHOICE OF LAW AND CONSENT TO JURISDICTION.

This Agreement shall be governed in all respects by the laws of the Northern Cheyenne Tribe. Customer hereby agrees to comply with the terms of the Northern Cheyenne Solid Waste Code, and all regulations and guidance documents adopted pursuant to the Northern Cheyenne Solid Waste Code. Customer hereby consents to the civil regulatory and adjudicatory jurisdiction of the Northern Cheyenne Tribe for purposes of implementing and enforcing this Agreement, the Northern Cheyenne Solid Waste Code, and any regulations or guidance documents adopted pursuant to the Northern Cheyenne Solid Waste Code.

13. SEVERABILITY.

If one or more of the provisions in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect.

Customer Signature: _____ Date: _____

Customer's Phone: _____ Mailing Address: _____

NC Solid Waste Director: _____ Date: _____