

# LANDFILL USE AGREEMENT

Return signed landfill use agreement to:  
Cedar Rapids/Linn County Solid Waste Agency  
1954 County Home Road  
Marion, Iowa 52302  
Tel.# (319)377-5290 Fax# (319) 377-5480

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## GENERAL TERMS:

This Agreement is made and entered into as of \_\_\_\_\_ by and between Cedar Rapids/Linn County Solid Waste Agency, Linn County, Iowa (herein called "The Agency") and \_\_\_\_\_ (herein called "Account Holder").

### IT IS AGREED:

1. TERM OF AGREEMENT. The term of this Agreement shall be effective on the above date. Unless terminated by either party as hereinafter provided, the Agreement shall remain in effect so long as all terms and conditions of this Agreement are met. Either party may terminate this Agreement by delivery of written notice to the other party. At least thirty (30) calendar days written notice of termination shall be given.
2. USE OF FACILITIES. The Agency agrees to provide reasonable access and use of its landfill facilities under the provisions of this Agreement. Account Holder agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances and all applicable federal, state and local administrative rules in order to promote the health, safety and welfare of the citizens of The Agency's service area.
3. VEHICLE AND EQUIPMENT IDENTIFICATION. Account Holder agrees to affix additional identifying numbers, characters, codes, non-proprietary logos, symbols or other visual identifiers to Account Holder's waste vehicles and containers, if required by the Agency. The Agency agrees to provide, at the Agency's cost, printed stickers, magnetic or painted signs or other means of identifying vehicles and containers, as necessary, to meet this requirement. Account Holder agrees to inform the Agency of the need for replacement or maintenance of the identification information on Account Holder's vehicles and containers and to otherwise assist in assuring that the identification of individual vehicles and containers can be made, if required, including prompt signage of new vehicles or containers and prompt reporting of decommissioned vehicles or containers.
4. CHARGE ACCOUNT. If a charge account is desired, Account Holder agrees to complete a Charge Account Application form. Account Holder certifies that the information submitted on the Charge Account Application form is true and correct and the information provided to the Agency for its intended purpose will be held in strict confidence, to the extent allowed by law.
5. SECURITY DEPOSIT. A \$500 security deposit payable to CR/LC Solid Waste Agency shall be submitted along with the Charge Account Application form and this Agreement. This non-interest bearing security deposit shall be refundable after the charge account has 12 months of service with the Agency and the outstanding balance is current, or, the account is terminated due to the Account Holder's request with all outstanding invoices paid in full, or, Account Holder's charge account was denied at the time of Charge Account Application.
6. CHARGE ACCOUNT DENIAL. The Agency may deny an Account Holder a charge account for whatever purpose deemed necessary. Denial of charge status allows landfill use privileges on a "cash only" basis.
7. PRICE OF DISPOSAL SERVICES. The Agency shall establish a disposal or management fee for its services based upon the net weight of material delivered to it at the appropriate disposal site or based upon a per-item fee. The annual rate structure of fees for materials brought to the disposal site shall be those adopted by the Agency's Board of Directors or as set out by Administrative Rules of the Agency.
8. METHOD OF PAYMENT. Account Holder agrees to pay for all services used. Payment for services provided under this Agreement shall be cash, business/cashier's check, or wire transfer of funds to a location designated by the Agency.

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9. PAYMENT TERMS. Terms of payment for services provided under this Agreement are "Net Due Upon Receipt" of the monthly invoice with all charges becoming delinquent and subject to finance fees after 30 days from the invoice date. A monthly invoice showing all charge ticket numbers assigned to the Account Holder for services provided under this Agreement shall be sent by the Agency to the address designated on the Account Holder's Charge Account Application form.
10. FINANCE CHARGE. The Agency shall impose a finance charge for balances remaining unpaid over 30 days from the invoice date. Current rates will be assessed at 1.50% per month on the past due balance.
11. NON-SUFFICIENT FUNDS CHARGE. The Agency shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".
12. SUSPENSION OF CHARGE ACCOUNT. The Agency and Account Holder mutually agree that the charge account will be suspended when unpaid invoices are greater than 60 days old from the invoice date. No future landfill services will be made on charge until the balance over 60 days is paid in full.
13. COLLECTION FEES: The Account Holder shall pay to the Agency all attorney or collection agency fees incurred by the Agency related to non-payment for charges provided under this Agreement. The Agency agrees to give written notice to the Account Holder indicating any action to be taken.
14. LIQUIDATION OR BANKRUPTCY: In the event the Account Holder ceases to do business under the current business name, or files an order for bankruptcy proceedings, this Agreement shall terminate.
15. INDEMNITY. The Agency and Account Holder shall protect, defend, indemnify and keep and save harmless the other party, including the partners, directors, employees, and successors of the other party from any and all claims, causes of action or demands which in any way relate to or arise out of actions taken pursuant to this Agreement and which are caused by the action or failure to act of the indemnifying party or of its employees. Such indemnification obligation shall not, however, extend from the indemnifying party to the other party for the negligence or intentional misconduct of the other party or its employees.
16. ASSIGNABILITY. Assignment of this Agreement by either party is prohibited.
17. NOTICES. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or when mailed by United States certified mail or registered mail, return receipt requested. All notices shall be delivered to the contacts listed, or to identified contacts as updated by the parties:

CEDAR RAPIDS/LINN COUNTY  
SOLID WASTE AGENCY  
Karmin McShane, Executive Director  
1954 County Home Road  
Marion, IA 52302

ACCOUNT HOLDER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. LAWS AND FORCE MAJEURE. The provisions of this Agreement shall be subject to all valid and applicable federal, state, county, municipal and other governmental laws, executive orders, ordinances, rules, regulations, and acts. This Agreement shall not be terminated, in whole or in part, nor shall either party be held liable in damages, for failure to comply herewith, if compliance is prevented by, or the failure is a result of, any such law, order, ordinance, rule, regulation, act, permitting requirement, or due to Force Majeure. The parties hereto have no knowledge of any law, order, ordinance, rule, regulation, act or permitting requirement currently in force and effect which would prevent either party from performing hereunder. This Agreement shall be interpreted under the laws of the State of Iowa.
19. INSURANCE. Account Holder shall secure and maintain insurance coverages for personnel and equipment which enter upon the premises of the Agency under this Agreement, as follows:

Workers' Compensation Insurance covering liability under applicable workers' compensation law.

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Automobile Liability and Medical Insurance covering public liability and property damages in a combined single limit of not less than \$2,000,000.00, each occurrence, for death or injury to any person or persons or for property damage as a result of any one occurrence which may arise out of or in connection with performances under this Agreement.

Account Holder shall have the Agency and its employees named as additional insured on its liability insurance policy and shall deliver to the Agency certificates evidencing the existence and amounts of the above coverages.

20. MODIFICATIONS. This Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.
21. THIRD PARTY LIABILITY. Nothing in this Agreement shall be construed as creating a joint enterprise between the parties hereto nor being for the benefit of third parties for any purpose including, without limitation, establishment of any type of duty, standard of care or liability with respect to third parties.

The parties hereto have executed this Agreement on the date immediately adjacent to their respective signatures.

_____	_____
Account Holder	Date
_____	_____
Print Name	Title
_____	_____
Account Holder	Date
_____	_____
Print Name	Title
_____	_____
Agency	Date
_____	_____
Print Name	Title