



# SMOKY LAKE COUNTY

<b>Title:</b> Waste Bin Rental Agreement	<b>Policy No.:</b> 10-01
<b>Section:</b> 04	<b>Page No.:</b> 1 of 3 <b>E</b>

<b>Legislation Reference:</b>	<i>Alberta Provincial Statutes</i>
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<b>Purpose:</b>	<ol style="list-style-type: none"> <li>1. To provide garbage collection service.</li> <li>2. To establish a written contract between the customer and Smoky Lake County for the rental of waste bin(s).</li> </ol>
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<b>Policy Statement and Guidelines:</b>	
<b>1. STATEMENT</b>	
1.1	Smoky Lake County recognizes that specific Commercial properties require garbage collection services that cannot be adequately served by the private sector.
1.2	The Waste Bin Rental Agreement is a tool to assist management with identifying and tracking all Bin Rentals and to provide the customer with costs and guidelines.
<b>2. GUIDELINES</b>	
2.1	All applications under this Policy shall be decided upon by County Council.
2.2	All successful applicants shall complete <b>Schedule "A": Waste Bin Rental Agreement</b> and be subject to its terms and conditions for the entire term of the agreement.

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	<b>September 21, 2010</b>	# - Page #
<b>Amended</b>		
<b>Amended</b>		



# Waste Bin Rental Agreement

AGREEMENT made in duplicate this \_\_\_ day of \_\_\_\_\_, 20\_\_\_;

**B E T W E E N:**

**SMOKY LAKE COUNTY**  
a Municipal Corporation in the Province of Alberta  
(hereinafter referred to as the "County")

OF THE FIRST PART

**- AND -**

\_\_\_\_\_  
\_\_\_\_\_  
**Box                  Town                  Province                  Postal Code**  
Phone: (780) \_\_\_\_\_ or (780) \_\_\_\_\_  
(hereinafter referred to as the "Renter")

OF THE SECOND PART

**WHEREAS** the Owner is the owner of the parcel legally described as:

\_\_\_\_\_  
**QTR/LSD      SECTION      TOWNSHIP      RANGE      MERIDIAN**

**WHEREAS** the Landowner acknowledges and agrees to enter into an agreement with County to rent a \_\_\_\_\_ yard bin for the purpose of collecting garbage. I request that the County collect this garbage on a \_\_\_\_\_ basis.  
(Weekly, Bi-Weekly, Monthly)

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual terms, covenants, and conditions herein, the parties hereto agree as follows:

**1.      TERM OF THIS AGREEMENT**

The term of this Agreement shall be ongoing from \_\_\_\_\_, 20\_\_\_ , until terminated by either party by the terms of this agreement.

**2.      METHOD OF PAYMENT**

- 2.1      Payment shall **\$75.00 per month** for the rental of the bin and the collection services.
- 2.2      All overdue accounts of 30 days will be subject to penalty fees.
- 2.3      In-lieu of a damage deposit, the Renter will pay for the repair of any damage, beyond normal wear and tear, any persons other than County employees incur to this bin(s) while it is located on the Renter’s property.
- 2.4      The Renter will be given 30 days notice of any rates changes for the Bin(s) rental and collection services.

3. **GENERAL**

3.1 This Agreement is non-transferrable.

3.2 The Waste Bin will be for the purposes of collecting **ONLY BAGGED HOUSEHOLD WASTE**. The Waste Bin will NOT be used for:

3.2.1 Collection of metal, appliances, large volumes of wood/wood by-products, furniture, batteries, shingles, concrete.

3.2.2 All hazardous materials (liquid or solid) are strictly prohibited from the bin(s).

3.3 The Renter shall indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from the Renters failure to comply with the terms of this Agreement.

4. **TERMINATION**

This Agreement shall come to an end:

4.1 Upon failure of the Renter to comply with the terms of this agreement.

4.2 Failure to pay account within 90 days will result in termination of agreement, termination of service, and removal of the Bin(s).

4.3 The County may terminate this agreement at any time without notice and for any reasons.

5. **REPRESENTATIVES**

For the purpose of this Agreement, the following named individual is the representatives of the parties to this Agreement and are hereby enabled to perform all obligations of the parties to this Agreement as contained within this Agreement:

**FOR THE RENTER:**

**SMOKY LAKE COUNTY**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature: County Representative

