



This agreement is entered into on this day \_\_\_\_\_ of \_\_\_\_\_ of 201\_\_\_\_, by and between the City of Conway Department of Sanitation and \_\_\_\_\_ whose mailing address is \_\_\_\_\_.

In consideration of the mutual promises set fourth hereunder, the sufficiency of which is hereby acknowledged, City of Conway Department of Sanitation and \_\_\_\_\_ agree to the following.

The City of Conway Department of Sanitation agrees to deliver the container in a reasonable amount of time. Upon notices we will collect the container, dispose of its contents in accordance to the laws of the State of Arkansas and return the container to its original place of delivery unless otherwise notified. If use of the container is past the return date is desired, the Lessee must sign a new agreement with the updated information. All applicable charges will be within the laws of the State of Arkansas. Furthermore, the lessee agrees to use the container in the manner in which it is intended. All containers must be emptied at least once in a 30 days period. If container is not emptied within a 30 day period, container will be picked up and the agreement will be terminated. The lessee agrees that there will be no liquids of any type, yard waste, hazardous waste, electronic waste or any material that may prove harmful to human health, welfare of the landfill, or the environment. The lessee agrees not to alter or deface the container unless agreed to by the City of Conway Department of Sanitation. Any altering of defacing of property will result in termination of the lease. The lessee agrees to pay liquidated damages not to exceed the current replacement cost. The less agrees city of Conway is not responsible for accidents either full or in part.

The City of Conway Department of Sanitation reserves the right to refuse any or all debris that is not accepted in accordance with ADEQ regulations. City of Conway Department of Sanitation may terminate this agreement at any time for any reason including but not limited to emergency cost incurred by Conway Department of Sanitation for the proper clean up and disposal of illegal or unacceptable materials will be charged, in full, directly to lessee.

Special waste disposal needs can be handed on an individual basis by contacting the City of Conway Department of Sanitation at (501)450-6159.

If any part of this agreement is held unenforceable for any reason, the remaining portion of this agreement shall remain in full force and effect, and shall be carried out in a manner, which is consistent with the intentions of the parties hereto.

In the event of any dispute or legal action between the parties concerning the enforcement or interpretation of this General Contract, each party shall be responsible for their own attorney's fees.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, in the City of Conway, The County of Faulkner, and State of Arkansas.

Print Name < City of Conway Department of Sanitation

Sign Name < City of Conway Department of Sanitation

Print Name < Lessee \_\_\_\_\_

Sign Name < Lessee \_\_\_\_\_

# Roll-Off Order Form:

All order forms must have a delivery date and a pick-up date. All containers must be picked up and emptied at least once in a 30 day period.

<b>ROLL-OFF ORDER FORM</b>	
<b>ORDER DATE</b>	
<b>DELIVER DATE</b>	
<b>PICK-UP DATE</b>	
<b>SIZE CONTAINER</b>	
<b>ACCOUNT NAME</b>	
<b>BILLING ADDRESS</b>	CONWAY, ARKANSAS ZIP CODE:
<b>CONWAY CORP ACC #</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT NUMBER</b>	
<b>CONTAINER LOCATION</b> (IF DIFFERENT THAN BILLING ADDRESS)	

**Description for Driver:**

(Someone must be at the requested location at time of delivery to sign our delivery sheet.)

This form must have everything filled out



# Roll-Off Placement & Debris:

Roll-off containers will be placed on the driveway unless instructed by customer to place somewhere else. If customer wants it placed somewhere other than the driveway. City of Conway Department of Sanitation will not be responsible for any damages that might happen.

I understand and take full responsibility for any damage done to my property having the container sat somewhere other than the drive way.

Print Name < \_\_\_\_\_

Sign Name < \_\_\_\_\_

Date < \_\_\_\_\_

This does not apply ton construction sites.

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All debris must be down inside the roll-off container. Debris cannot hang on the sides or up over the top. In the event this happens you will be asked to take out anything hanging out or up over the top.

**City of Conway Department of Sanitation must be able to tarp all loads.**

Print Name < \_\_\_\_\_

Sign Name < \_\_\_\_\_

Date < \_\_\_\_\_



# Roll-Off Fees:

All services are subject to 8.75% sales tax.

Rental Fees:

Type of Roll-Off	Weekly Rate	Monthly Rate
20 YARD	\$18.75	\$75.00
30 YARD	\$21.75	\$85.00

Hauling:

- \$75.00 hauling fee each time it is brought in to be emptied

Tonnage:

- \$30.00 per ton minimum

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## Types of Waste Unacceptable for Disposal

Class 1, 2, & 4 Landfill in Arkansas

1. Used Motor Oil (see ADEQ Regulation 23, Sec 279)
2. Automobile Gas Tanks
3. Whole Waste Tires
4. Dry Cell batteries containing cadmium or mercury
5. Wet Cell batteries
6. Paint/Glue with free flowing characteristics
7. Domestic septic tank pumps
8. Incinerated ash and residue 12 tom per day
9. Free liquids as defined by USEPA Test Method 9095 (Paint Filter Test)
10. Regulated medical waste (Arkansas Department of Health Regulation 41)
11. Appliance containing refrigerant (i.e. Freon or other CPC compounds)
12. All appliance compressors regardless of condition
13. Compressed gas cylinders (must meet RCRA definitions for empty under regulation 23, Sec 261.7)
14. Electric transformer and dielectric fluids
15. Petroleum contaminated soil that fail to meet specific BBTX, TPH, or other analyses as may be applicable
16. Regulated hazardous wastes (Unless **PERMITT ALLOWS ACCEPTANCE** from conditionally exempt generators as defined under Regulation 23, Sec 261.5)
17. Friable asbestos not properly containerized and then only is **ALLOWABLE BY PERMITT**
18. Polychlorinated Biphenyls (PCBs) Waste as defined under TSCA 40 CFR 761
19. Cresol-treated wood (from other than homeowners) that has **NOT BEEN CERTIFIED HAZARD FREE**
20. Pesticide container that have **NOT BEEN TRIPLE RINSED AND PUNCTURED** (if containers that have been tripled rinsed and punctured are accepted, try to receive a signed statement to that affect from generator)
21. **Absolutely NO ELECTRONICS, i.e. TV, Computers, Radio, Cell Phones, Tablets, Etc.**