



Polycart Agreement

OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY

Customer Name: _____ Account Number: _____

Company Name _____ Online Access Code: _____

Mailing Address _____

Physical Address (or driving directions): _____

Phone: _____ Fax: _____ Email to receive bill: _____

The agreement is entered into on the _____ day of _____, 20__ by and between Oklahoma Environmental Management Authority, hereinafter called "Authority" and Customer. Customer hereby requests, and Authority hereby agrees to furnish the following equipment and services:

Special Services: _____

Rate per Month: _____ Frequency: _____

Pursuant to this Agreement, Customer agrees to pay to Authority the sum of ("Service Fee") per month for the equipment and services furnished by the Authority. *Customer agrees to pay a deposit in the amount of \$100.00.

*Deposit will be applied toward your final bill. Credit balances will be refunded by check.

For the purpose of securing credit from you, I certify that the above information is true and complete to the best of my knowledge. I further certify that I have attained the age of majority. I authorize you to check my credit and employment history and to provide and /or obtain information about credit experience with me. I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service and for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and /or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any email address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I have read, understand and agree to the above and to the terms and conditions listed on the attached. I have received a copy of this Frontload Agreement and the Frontload Terms and Conditions. I understand the route days could be changed at the Authority's discretion. The term of this Agreement is for a period of one (1) year. Continued performance by the parties after the term of this Agreement shall not constitute an extension of this Agreement, and such performance may be terminated by either party at any time.

Customer Signature _____

Date _____

Print Name _____

I acknowledge Item #4 on attached terms and conditions.

See attached Terms and Conditions
Return copy with original signature to the below address.

Initials

POLYCART TERMS AND CONDITIONS

1. **CHARGES AND PAYMENTS:** Customer shall pay Oklahoma Environmental Management Authority, (herein known as Authority) for the collection and disposal provided by the Authority (including all charges for equipment repair due to damages done by Customer.)
2. **WASTE MATERIAL:** This Agreement shall include collection and disposal of solid waste generated by Customer excluding tires, batteries, liquids, radioactive, volatile, highly flammable, explosive or toxic materials. All title to the solid waste shall be vested in the Authority when such waste has been loaded into the Authority's truck.
3. **DRIVEWAYS AND PARKING AREAS:** Customer acknowledges and agrees that equipment and vehicles used by Authority are of such weight and size that they may cause damage to surface and sub-surface improvements occasioned by the movement of equipment on the site. The Customer, or authorized agent, hereby releases, discharges, and agrees to hold harmless, the Authority from and against any and all claims, causes of action(s) and liability for damages to property caused by the placement of any equipment on the premises described in this agreement. Customer warrants that any right of way provided by Customer for Authority's equipment location to the most convenient public way is sufficient to bear the weight of all Authority's equipment and vehicles reasonably required to perform the service herein contracted. Authority shall not be responsible for damages to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted and Customer assumes all liabilities for damages to pavement, road surface, structure or landscape.
4. **EQUIPMENT:**
 - a. **Responsibility.** The equipment furnished hereunder by Authority shall remain the property of Authority; however, Customer acknowledges that while equipment is at Customer's premises, the Customer is charged with the care, custody and control of said equipment, and Customer accepts responsibility for all loss or damages to the equipment (except for normal wear and tear or for loss or damage resulting from Authority's handling of the equipment) and for its contents. Customer agrees to reimburse Authority for replacement cost of damaged equipment. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper intended purpose. Customer agrees to indemnify, defend and hold harmless Authority against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property ("Claims") arising out of Customer's use, operation or possession of the equipment furnished under the Agreement.
 - b. **Access.** Customer agrees to provide unobstructed access to equipment on the scheduled collection day. If the equipment is inaccessible so that the scheduled pick up cannot be made, Authority may charge a trip charge. See paragraph 8.
5. **ATTORNEY'S FEES:** In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees, and costs of the other party incident to any action brought to enforce this Agreement. In the event Authority refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Authority as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.
6. **CUSTOMER RESPONSIBILITY:** Customer is responsible for any and all damages to driveways, curbs and property. Driver will place the container in the safest possible accessible area as directed by the customer for all frontload containers.
7. **LOADING REQUIREMENTS:** Solid waste must not be above the top or sides of the container or overweight due to inappropriate material.
8. **THE FOLLOWING CONDITIONS WILL PREVENT US FROM SERVICING YOUR CONTAINER:** Inaccessibility due to poor road conditions, nonpayment of account, over height container, inappropriate material being disposed of, blocked container, behind a locked gate, etc. This list is not intended to be all inclusive.
9. **RELOCATION FEE:** If relocation is required at a time other than during service a relocation fee may be charged.
10. **MISSED STOP:** All missed pick ups must be reported within 2 business days.
11. **PAYMENT TERMS:**
 - a. **Credit Card or Bank Draft Customers.** The credit card or bank account will be charged monthly. Any additional fees incurred from other services (overage, trip charges, etc.) will also be charged to your credit card or bank account. Credit cards accepted are Visa, Discover and MasterCard.
 - b. **Terms:** Payment is due according to statements. There will be a 1.5% finance charge per month (a minimum of \$10) added for any accounts that are past due. There will be a \$25 fee for any returned checks.
12. **NEITHER PARTY HERETO SHALL BE LIABLE FOR ITS FAILURE TO PERFORM HEREUNDER DUE TO CONTINGENCIES BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, STRIKES, RIOTS, FIRES, INACCESSIBILITY DUE TO POOR ROAD CONDITIONS OR ACTS OF GOD.**

Thank you for choosing Oklahoma Environmental Management Authority as your service provider. We are committed to providing you the highest level of service.

Oklahoma Environmental Management Authority
PO Box 189
El Reno, OK 73036

Address: 1505 S Rock Island, El Reno, OK 73036

Phone (405) 262-0161

Fax (405) 262-2523

Website: www.oemaok.org

Initials