



SERVICE AGREEMENT/APPLICATION

Commercial Sanitation Services

Customer Information

Name (Personal or Business): Hidalgo County Health Date: 11.17.15
 Service Address (location): 300 E. Hackberry
 Billing Address: 1304 S. 25th St.
 City: Edinburg State: TX ZIP Code: 78539 DL#: _____
 Phone: 956.381.4646 Fax: 956.383.8864 E-mail: _____
 Contact Name: Rigo Hinojosa Phone: _____
 Owner Contractor Tenant Other

P.U.B Account Number

Customer ID # 27967 Location ID # 6976

Service Request - Indicate Service Type

Place Remove Wash & Deodorize Increase Pick-Ups Decrease Pick-Ups Extra Pick-Up
 Lid Locks Increase Dumpster Size Decrease Dumpster Size Temporary Dumpster Miscellaneous

Bin 800436 overhead

Service Description

Delivery / Start Date	Dumpster Quantity	Dumpster Size	Number of Pick-Ups Per Week	Estimated Cost Per Month	Delivery Address
<u>11.17.15</u>					<u>300 E. Hackberry</u> <u>One-time Fee</u>

Dumpster Size	Monthly Rates & Service Frequency Per Week					Extra Pick-Ups	Wash & Deodorize	Lid Lock Fee	Temporary 8 Yard Dumpster Fee
	2	3	4	5	6				
2	\$73.37	\$110.72	\$146.75	\$175.60	\$200.11	\$14.00	\$52.03	\$33.08	\$52.50 Per Day
4	\$140.07	\$209.44	\$276.14	\$297.49	\$378.86	\$25.20	\$52.03	\$33.08	
6	\$174.76	\$261.47	\$348.18	\$434.89	\$520.28	\$33.60	\$52.03	\$33.08	
8	\$232.12	\$348.18	\$464.24	\$580.30	\$696.36	\$42.00	\$58.70	\$33.08	

DUMPSTER DIMENSIONS

SIDE LOADER			FRONT LOADER								
2 Yard		4 Yard	2 Yard		4 Yard	6 Yard	8 Yard				
D	3 3'	D	4'	D	3'	D	4'	D	5 6'	D	5 6'
W	4 10'	W	4 10'	W	6'	W	6'	W	6'	W	6'
H	4 4'	H	5 8'	H	3'	H	4 8'	H	5'	H	6 8'



City of McAllen - Public Works
SERVICE AGREEMENT



**SECTION I.
SERVICES**

Customer grants the City of McAllen - Solid Waste Department and its authorized employees and/or representatives to provide solid waste collection services and assess fees as prescribed by City Ordinance Chapter 90, Solid Waste for the appropriate class and type. Customer must sign this agreement before the City of McAllen will begin services. The City of McAllen shall furnish the equipment and services that are necessary to collect and dispose of and/or recycle all the customer's solid waste materials. Customer represents and warrants that the materials to be collected under this Agreement will only be "waste materials" as defined in this Agreement. "Waste materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials that are generated by the customer or at customer's service address. "Waste materials" specifically excludes, and the customer agrees not to deposit or permit the deposit or collection of, industrial process waste, asbestos containing materials, petroleum contaminated soils, radioactive, volatile, corrosive, flammable, explosive, bio-medical, infectious, bio-hazardous, toxic or hazardous waste or material, or toxic substances, as defined by, characterized or listed under federal, state, or local laws or regulations, or Special Waste not approved in writing by the City of McAllen (collectively "excluded materials"). Title to and liability for excluded materials shall remain with the customer at all times. Construction materials (including but not limited to lumber, concrete, block, tile, masonry, aggregates, brush clearings, drywall, and metals) are prohibited from deposit into the collection bins. This list is not inclusive of all prohibited items as prescribed in City Ordinance, Chapter 90, Solid Waste. Recycling containers are **only** for appropriate recycling contents as described in this agreement. All collection bins must be made available for service and free from all obstructions - dumpster enclosure doors should be open and bins should be placed in proper location on assigned collection days.

**SECTION II.
RELEASE OF LIABILITY & AGREEMENT TO INDEMNIFY & HOLD HARMLESS**

WHEREAS, the undersigned person or entity has requested that The City of McAllen provide garbage collection services at the property listed on this application, of which said person or entity is the tenant, owner and/or agent of owner; and that in order to deliver garbage collection services, the City will have access to the property by means of private property, a private road, alley or drive way, for which the undersigned does hereby agree to indemnify, defend, or hold harmless, the City, its officers, agents, and employees from and against any and all claims / judgments, for damages and/or liabilities, including, but not limited to claims for personal injury and/or damage to property, inclusive of damage to private road, alley or driveway access; except that the undersigned shall have no such obligation to the City in the event that damages and/or and/or liabilities arising from the negligent or intentional acts or omissions of the City, its agents and/or employees. **"To the extent permitted under the Constitution and Laws of the State of Texas"**

IN ADDITION, the undersigned further agrees that he/she will release from all liability and hold the City, its agents, officers, employees harmless from, and make no claim for, any loss, damage or other injury which he/she may suffer as a result of the use of the property; except as a result of the negligent or intentional acts or omissions of the City, its officers, agents and/or employees.

**SECTION III.
SERVICE REQUEST**

I, _____, (print name), _____, (Job Title), a duly authorized legal representative, owner, and/or tenant of applicant company, business or residence, by way of this document formally request solid waste collection services from the City of McAllen, a Municipal Corporation in the State of Texas. More specifically, from the City of McAllen Public Works Department, I request that as of: ___ / ___ / ___ (date), the above mentioned services be rendered. I recognize and accept that this request form will supersede any prior service request made on behalf of this company, business, residence or by its authorized representative. In accordance with the rules and regulations, fees, charges and any and all relevant ordinances hereto set forth by the commissioners of the City of McAllen, I hereby agree to pay the assessed charges regularly upon receipt of a monthly invoice from the City of McAllen. If I/we fail to pay the monthly fees for garbage service, I/we authorize to allow the City of McAllen to disconnect my/our water meter and to withhold water service until all amounts due for water, garbage, and sewer services, as well as re-connect fees and all other charges set out in the City of McAllen ordinances, for all of my/our accounts are paid in full.

In addition, periodic adjustments to the type or level of service provided by the City may be required due to public health & safety, code compliance, capacity, or fractional use/billing of containers/services.

ACKNOWLEDGEMENT AND AUTHORIZATION

Applicant Signature


City of McAllen Representative

Applicant Name (print)

4343
Employee Title & ID #

Applicant Address (print)

27967 - 6976
P.U.B. Account #

Date

11.17.15
Date