



TEXAS DISPOSAL SYSTEMS, INC. SERVICE AGREEMENT

www.texasdisposal.com

AUSTIN
PO BOX 17126
AUSTIN, TX 78760
(800) 375-8375

FAX TO: 512-329-4968

SERVICE AGREEMENT #

NEW ACCOUNT		Customer Number:	
<input type="checkbox"/> SERVICE LEVEL CHANGE		<input checked="" type="checkbox"/> UPDATED SERVICE AGREEMENT	
OTHER		<input type="checkbox"/> NEW SERVICE LOCATION	
Salesperson Name: Ja-Mar Prince		Notepad Entry:	
Start Service Date: Already in place		S/T Code:	Alpha Search:
Customer Name: Williamson County Parks and Recreation			
Billing Name: Williamson County Parks and Recreation			
Billing Address: 219 Perry Mayfield Blvd			
City: Leander		State: TX	Zip: 78641
Service Address: 194 Reveille Way			
City: Liberty Hill		State: TX	Zip: 78642
Fax#		Phone: 512-943-5265	
Service Contact: Alejandra Urista		Alternate # 512.943.1920	
Email Address: Alejandra.urista@wilco.org		Cycle:	Map Grid:
Special Instruction Line 1: (1)8yd maintenance yard, (1)6yd at Trailhead Parking, (2)6yds RV Camp, (1)6yd Walk In Camp, (1)3yd RV Dump			
Special Instruction Line 2: All other previously agreed upon contract terms and conditions remain the same			
Other Info: 3.5% annual increase			
FINAL APPROVAL BY OPERATIONS IS REQUIRED PRIOR TO THE START OF THE CONTRACT			

COMMERCIAL

☒ FRONT LOAD ☐ SIDE LOAD ☐ RECYCLE
☐ LOCKING LIDS ☐ SINGLE STREAM ☐ CASTERS

ROLL OFF

☐ PERMANENT ☐ TEMPORARY ☐ SPECL WASTE ☐ PSU ☐ OPEN TOP
☐ COMPACTOR ☐ CUST.OWNED

QTY	SIZE	FREQ PER WEEK	MONTHLY CHG
1	8yd-T	1	\$214.95
1	6yd-T	1	\$168.56
2	6yd-T	1	\$337.14
1	6yd-T	1	\$168.56
1	3yd-T	1	\$113.13

QTY	SIZE	RENTAL RATE	HAUL RATE	DELIVERY FEE	LANDFILL FEE

MONTHLY CHARGE **\$1,002.34**

OTHER CHARGES \$

\$

ESTIMATED NUMBER OF HAULS PER MONTH:

SPECIFY OTHER CHARGES:

SPECIFY OTHER CHARGES:

TOTAL MONTHLY CHARGE BEFORE TAX

INITIAL TERM - 36 MONTHS, UNLESS OTHERWISE SPECIFIED

APPLICABLE SALES TAX WILL BE CHARGED UNLESS CUSTOMER PROVIDES A TAX EXEMPTION CERTIFICATE FOR EACH EXEMPT SERVICE LOCATION

TEXAS DISPOSAL SYSTEMS

TDS CUSTOMER

Authorized Signer:

Authorized Signer:

Print Name: **Ja-Mar Prince**

Print Name:

Title: **Supervisor**

Title:

Date: **10-15-21**

Date:

SERVICE CHANGES

	QTY	SIZE	CHARGE CODE	FREQ PER WEEK	MONTHLY CHG	HAUL RATE	RENTAL RATE
N							
E							
W							
O							
L							
D							

Date Service Received:	WO#	Proration Code:
From: / / To: / /	Entered By:	Date:
Verified By:	Date:	

ADDITIONAL TERMS AND CONDITIONS ON PAGES 2&3

ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS: The following terms, as used in the agreement, shall have the meanings specified in this paragraph.

- a) "Company" shall mean Texas Disposal Systems, Inc.
- b) "Customer" shall mean the customer named on the front page of this Agreement
- c) "Equipment" shall mean all containers, stationary and self-contained compactors and the other equipment and devices provided Customer by the Company as specified on the front page of this Agreement, or otherwise as supplied by the company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of the Company.
- d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls (PBS) and petroleum.
- e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which the Company can handle and transport without the requirement of a hazardous or toxic license or permit which does not contain Hazardous Materials, and shall include Recyclable Material.
- f) "Recyclable Material" shall be defined as material which the Company determines can be recycled included but not limited to aluminum, glass, office paper, production paper, newspaper, cardboard and plastic.

2. EQUIPMENT AND SERVICE: The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof. Customer shall notify the Company of any and all recycling efforts by Customer. The Company, at its option, shall collect and dispose of any and all Recyclable Material generated by Customer. The Company shall maintain and service Equipment for use under normal operating conditions provided that the Equipment is maintained and used by the Customer in accordance with the requirements hereinafter set forth.

3. DUTIES AND RESPONSIBILITIES OF CUSTOMER: Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waste Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment in the event of fire, vandalism, or other damage beyond normal use and wear of the Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Customer shall be responsible for all liabilities that result therefrom, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer. Customer shall make no alteration or changes to the Equipment. Customer is responsible for any damage caused by an electrical drop or surge, including lightning, which is conducted into the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, customer will be notified and any additional collection service or attempts to provide such service shall be charged as "extra pick up".

4. SERVICE FEE: Customer shall pay, on a monthly basis, the service fees and charges designated on the face of this Service Agreement, plus such adjustments as are calculated below:

- a) Sales tax, Use tax, Fees, and Surcharges: Customer shall also be responsible for any and all sales tax, use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. The cost of any increase in the fee, as stated above, shall be distributed proportionally to each and every applicable Customer.
- b) Adjustments:
 - i. Fuel: Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees, and charges in an amount equal to any equivalent unit increase in fuel costs.
 - ii. Landfill Fee: The monthly charge for service shall be automatically adjusted as landfill charges change, it being recognized that landfill services may increase or decrease from time to time.
 - iii. Consumer Price Index: The Company reserves the right to increase the fees and charges hereunder from time to time to reflect the percentage increase in the Consumer Price Index ("CPI"). CPI means the index now known as the United States Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners, U.S. Cities Average, all items (1967=100). In the event that the publication of the CPI is hereinafter converted, revised or discontinued the Company shall designate a comparable index to be used in lieu thereof for the purposes of this Agreement. Upon notice from the company, and with Customer's assent or consent, Company may increase the fees and charges hereunder in an amount in excess of such CPI percentage increase. The Customer's assent or consent may be evidenced by the practices and actions of the parties hereto.
 - iv. Extra Services: The Company shall be entitled to an upward adjustment for any services performed outside the Company's normal working hours or on a federal or state holiday.
- c) Terms: The Customer shall be billed on a monthly basis by Company. Payments shall be made on a monthly basis by the Customer, and all charges shall be due upon receipt of the Company's statement. Ten (10) days after receipt of statement, customer shall pay late charges equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum lawful rate on all amounts unpaid.
- d) Upon default, thirty (30) days after receipt, this agreement shall become immediately due and payable in full on demand. Customer, one and all, waive all demands for payment, presentations, for payment, notice or intent to accelerate maturity, and notice of protest.
If this agreement is collected through an attorney for probate, bankruptcy or other proceedings, then Customer shall pay reasonable attorney's fees, court costs, interests and other applicable fees.

5. TERM: This Agreement shall be binding upon execution by the parties hereto. This Agreement shall be for an initial term of one year to commence on the Service Agreement Date and shall terminate upon the expiration of the Initial Term; provided, however, that the term of this Agreement shall automatically be renewed for successive periods of the same duration as the Initial Term without further action of the parties unless cancelled by Customer on the anniversary date of the applicable term by notifying the Company at least sixty (60) days prior to such date. The company may terminate this Agreement without cause upon thirty (30) days notice to Customer but termination with or without cause by the Company shall not release Customer from the obligation to make payment for all amounts due under this Agreement. The Company may terminate or suspend this Agreement immediately upon the failure of the Customer to pay for services rendered within the payment terms or in the event of any other breach by Customer as may be reasonably determined by the Company. In lieu of terminating this Agreement, the Company may require the Customer to pay a security for all services on a prepaid basis. Upon termination of the Agreement for any reason, the Company shall have the right to enter upon the Customer's property and to remove the Equipment from the Customer's premises at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice, and the Customer agrees to waive the benefit of any laws in favor of the Customer requiring judicial process. If Customer is not in breach of any provisions of this Agreement, Customer may terminate this Agreement before the expiration

of the term in consideration for which Customer shall pay and the Company shall accept as liquidated damages, and not as a penalty, a sum equal to the amount of fees and charges charged to the Customer, and all Recyclable Material revenues received by company for the six (6) month period immediately preceding Customer's request for termination of this Agreement. If a six (6) month period has not been established, liquidated damages shall be defined as six times the expected monthly fees, charges and Recyclable Material revenues. Customer and the Company acknowledge and agree that the Company's actual damages for an early termination of this Agreement would be impossible to accurately estimate or calculate and the amount stated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of an early termination by the Customer.

6. TITLE: The Equipment is and, throughout the term hereof, shall be considered as being owned and leased by the Company to the Customer. The Company retains all ownership rights, title and interest to the Equipment. The Company may file a Financing Statement using the terms "Lessor" and "Lessee", or like terms and the Customer authorizes the Company to execute on its behalf any such Financing Agreement, Continuation Statement, or U.C.C. filing. In the event it is determined for any reason that the transaction contemplated by this Agreement is other than a lease transaction, the Customer hereby grants a security interest in and to the Equipment covered by this Agreement, and hereby authorizes the Company to execute on Customer's behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the Uniform Commercial Code. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.

7. CHANGES IN SERVICE: Changes in services provided by the Company or in the fees and charges paid by the Customer may be made by oral or written agreement of the parties, and the continuing actions and practices of the parties with respect to such changes shall constitute the consent and agreement of the parties to such changes. If the Customer relocates to a location within the service area of the Company, the Company shall continue the service, and this Agreement will serve as a continued Service Agreement. If the Customer feels the Company's quality of service is not satisfactory, Customer must notify the Company in writing of any dissatisfaction, and the Company agrees to solve any reasonable concern within a reasonable period of time.

Customer may change the level of service during the term of this Agreement and charges will be adjusted accordingly, provided, however, that this service adjustment must be in congruence with volume of waste generated. The Company will maintain exclusive rights to collect and dispose of all Proper Waste Materials including Recyclable Material.

8. PREMISES: Customer shall prepare an adequate and fully accessible site for location of the Equipment on the Customer's premises and shall provide such utilities as shall be necessary for operation of the Equipment on-site. Customer shall provide and hereby grants the Company complete and adequate access and right-of-way to the Equipment on Customer's premises, which access and right-of-way shall bear the weight and operation of the Company's vehicles, machinery and other equipment. The Company shall have no obligation or liability for operation or passage of such vehicles, machinery and equipment (including the Equipment) on Customer's premises, and Customer hereby releases the Company from and disclaims all rights, claims and demands with respect to such operation or passage of vehicles, machinery and equipment by the Company, provided however, nothing herein shall be construed to release the Company from responsibility for acts of gross negligence or willfulness on the part of the Company's employees in the operations of such vehicles and equipment on the Customer's premises outside of said right-of-way. The Company shall not be responsible for damage to curbs, paved or unpaved driving surfaces, or base structures resulting from service of an agreed location of the Equipment.

9. INDEMNITY: CUSTOMER AGREES TO AND SHALL INDEMNIFY THE COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY AND ALL OF THEM (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY FOR EVERY KIND, INCLUDING ALL EXPENSES OF INVESTIGATION, LITIGATION, COURT COSTS AND ATTORNEYS FEES FOR INJURY TO OR DEATH OF ANY PERSON, PROPERTY DAMAGE, LOST PROFIT, FINE OR PENALTY ARISING OUT OF OR ATTRIBUTED TO DIRECTLY OR INDIRECTLY, THE POSSESSION OR USE OF THE EQUIPMENT BY THE CUSTOMER, THE OPERATION OF THE EQUIPMENT BY THE INDEMNIFIED PARTIES ON CUSTOMER'S PREMISES, REPOSSESSION OF THE EQUIPMENT OR THE HANDLING, TRANSPORTATION OR LANDFILL DELIVERY OF MATERIALS DEPOSITED IN THE EQUIPMENT BY CUSTOMER (INCLUDING, WITHOUT LIMITATION, DEPOSIT OF MATERIALS OTHER THAN PROPER WASTE MATERIALS IN THE EQUIPMENT), REGARDLESS OF WHETHER SUCH INJURY, DEATH, DAMAGE, FINE OR PENALTY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CUSTOMER AND COMPANY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY CUSTOMER TO INDEMNIFY AND PROTECT THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, FINE OR PENALTY. CUSTOMER FURTHER AGREES TO HANDLE AND DEFEND, AT ITS OWN EXPENSE, ON BEHALF OF THE INDEMNIFIED PARTIES, AND IN THE INDEMNIFIED PARTIES' NAME, ANY CLAIM OR LITIGATION IN CONNECTION WITH SUCH INJURY, DEATH, PROPERTY DAMAGE, FINE OR PENALTY. THE INDEMNIFICATION SET FORTH IN THIS PARAGRAPH IS FOR THE DIRECT BENEFIT OF THE INDEMNIFIED PARTIES AND SHALL BE ENFORCEABLE BY EACH OF THEM ACTING ALONE OR TOGETHER.

10. MISCELLANEOUS: All provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, and the warranties and indemnities contained herein shall survive the termination of the Agreement. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company. Any provision hereof which is unenforceable under applicable law will be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder thereof and it is the intention of the parties hereto that, in lieu of such unenforceable provision, there be added as part of the Agreement, a provision as similar in terms as possible to the unenforceable provision which is enforceable. This Agreement is made and entered into in the State of Texas, shall be construed under the laws of the State of Texas and is fully performable in all Texas counties. Any notices required to be given by this Agreement may be given by mailing same, certified mail, return receipt requested, addressed to the Company or the Customer as shown on the reverse side of hereof. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received. Either party may change its address for notice by the above-described method. The Company shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Company. This Agreement may not be amended except by a subsequent agreement of the parties, oral, written, or by continued acts of the parties.

Initials _____

Business Name _____

11. **NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
12. **TEXAS LAW APPLICABLE TO INDEMNIFICATION:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
13. **TERMINATION FOR CONVENIENCE:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The Customer will only be liable for its pro rata share of services rendered and goods actually received.
14. **TEXAS PROMPT PAYMENT ACT COMPLIANCE:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
14. **MEDIATION:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
15. **VENUE AND GOVERNING LAW:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
16. **RIGHT TO AUDIT:** Company agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Customer shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Company reasonable advance notice of intended audits.

Initials _____

Business Name _____

COMMERCIAL CONTAINER GUIDELINES

The following items can be placed in the Single Stream Recycling Container.

Items must be loose and NOT in bags

- Paper
 - Office paper
 - Magazines
 - Catalogs
 - Newspaper
 - Envelopes
 - File folders
 - Sticky notes
- Cardboard or Boxboard
 - Shipping boxes
 - Shoe Boxes
 - Cereal Boxes
 - Food Boxes
- Empty Containers made of Plastic, Metal, Aluminum, or Glass
 - Soda cans
 - Water bottles
 - Glass bottles
 - Soup cans
 - Plastic containers

The following is a list of items NOT allowed in trash OR recycling frontload or sideload containers.

- Construction Materials: i.e. concrete, wood, paint, solvents, thinners
- Furniture: i.e. couches, sofas, mattresses, box springs
- Appliances
- Air Conditioners, Refrigerators, or anything with Freon
- Oil, Oil rags or filters (unless drainer for at least 24 hours)
- Industrial or Hazardous Chemicals
- Tires
- Fluorescent Tubes or Light bulbs
- Medical Waste
- Herbicides or Pesticides
- Radioactive Materials
- Dirt, Sand, Landscape or Yard Waste
- Dead Animals
- Automotive Batteries
- Any items which will not fit inside the container
- Any items that would get stuck in the container
- Any items left outside of the container

Thank you for doing business with **Texas Disposal Systems**. For more information please contact us at **(800) 375-8375** or visit our website at www.texasdisposal.com

Signature: _____ **Date:** _____

Company Name: _____

Account Number: _____



Site Access Requirements

Commercial refuse trucks can weigh 60,000 lbs or more when fully loaded, can be up to 38 feet in length, over 10 feet wide at the mirrors and 14 feet high. These trucks are top heavy and are not capable of sharp turns.

- Entrance to and exit from the property:
Refuse trucks need a width of at least 12 feet to drive straight in and more if we have to approach the entrance or exit at an angle. We require 16 feet overhead clearance on driving surfaces and up to 22 feet of height at the dump site depending on the container size.
- Driving surface:
The driving surface should be strong enough to support the weight of a commercial truck. Deterioration of the driving surface should be expected and is considered normal wear and tear. This includes, but is not limited to, cracks and ruts. It can be reduced by the design and construction of a surface that meets commercial truck traffic specifications. It is the customer's responsibility to provide and maintain the proper driving surface.

Sites that are not upgraded with paved surfaces may be classified as "fair weather" stops. During wet weather a "fair weather" stop may not be serviced until surface conditions allow access.

- Fair Weather Stops
A Fair Weather Stop is a classification that TDS uses to identify container sites that may become inaccessible during inclement weather. These are usually sites located in areas with unimproved road surfaces such as dirt or gravel.

A driver must assess the approach to each container site and determine if it is safe to proceed. If it is likely that the truck may become stuck or slip off the road the driver is authorized and expected to skip the stop and report it as "skipped and impassible". The customer will be serviced at the next scheduled time if the conditions are improved enough to allow servicing. Credits are not issued for fair weather stops that are skipped.

Make-up trips are considered extra and charged as such.

- Pad site and dump site:
These sites need to be of sufficient construction to accommodate the container and the weight of the truck.
- Tire Ruts
A common occurrence with Commercial Front Load service is tire ruts develop leading up to the container. A Front Load Trash Truck is a unique vehicle that has more weight on the front tires than most other commercial vehicles; especially when servicing a container. As a result, they get stuck in mud or soft places easier than other vehicles.

When servicing a container the weight on the front tires doubles by the amount of what is being picked up. The sudden weight increase can cause the truck to "sink" if the road or ground is soft. This is why the deepest ruts are right in front of the container. The slab in front of the pad site should be 6" thick steel re-enforced concrete.

Customer Name

Service Address

City, TX. Zip Code

I understand the site requirements for commercial refuse service and have received a copy of this handout.

X _____

Texas Disposal Site Map - Please draw where you want container placed

- If using an enclosure, the opening must be at least 10 feet between the gates.
- Make sure that there are means of holding the gates still in the open position
- TDS trucks must have room to turn around on the property
- No underground lines, drains, pipes or meters can be running underneath the driveway.
- No overhead obstructions such as, low wires, tree limbs, signs or awnings

Form Completed By _____ Date _____

Customer: Address: Acct: _____

- ☐ **Access to customer from public road. Notes:** _____
_____ (open turn in & exit) _____ (generally open access) _____ (narrow & constricted access)
- ☐ **Access to container. Notes:** _____
_____ (open) _____ (enclosed) _____ (enclosed/locked)
- ☐ **Backing onto site. Notes:** _____
_____ (no backing needed) _____ (occasionally needed) _____ (always needed)
- ☐ **Backing area on site. Notes:** _____
_____ (open area) _____ (generally open) _____ (constricted access)
- ☐ **Enclosure Condition (if applicable) Notes:** _____
_____ (no damage) _____ (some wear & tear) _____ (some damage)
- ☐ **Ground Condition (if no pavement) Notes:** _____
_____ (dry, hard, gravel) _____ (dry, no gravel) _____ (wet, soft, muddy when rains)
- ☐ **Obstacles - Buildings, Equipment, Fuel Islands, Parked Cars, etc. Notes:** _____
_____ (none within 100 ft) _____ (none within 50 ft.) _____ (some within 25 ft.)
- ☐ **Overhead Obstacles - Awnings, Utility Lines, Signs, Trees, etc. Notes:** _____
_____ (none within 100 ft) _____ (some within 25 ft.) _____ (some within 15 ft.)
- ☐ **Pavement Condition. Notes:** _____
_____ (new/no breaks) _____ (no major breaks) _____ (broken, rutted, or none)
- ☐ **Pavement Depth/Strength. Notes:** _____
_____ (5 inches of concrete) _____ (5 inches of paving) _____ (< 5 inches of paving)
- ☐ **Traffic Condition. Notes:** _____
_____ (little: under 25 mph) _____ (some; under 35 mph) _____ (heavy; above 35 mph)
- ☐ **Turning Radius. Notes:** _____
_____ (no restrictions) _____ (at least 30 ft.) _____ (under 30 ft.)

Prepared By: _____

Date: _____