

VILLAGE OF FORT PLAIN
AGREEMENT AS TO USE OF THE VILLAGE TRUCK

The undersigned agrees to the following terms and provisions for the use of a Village truck for the removal of trash:

1. An initial deposit of \$150.00 must be paid in advance of the date for which the truck is requested.
A) \$75.00 is used toward rent of the truck
B) \$75.00 is used toward landfill tipping fees.
2. The undersigned shall be responsible for all landfill tipping fees. Such tipping fees in excess of the \$75.00 deposit shall be billed after the trash is taken to the landfill and paid by the undersigned within 30 days after being billed. Failure to pay such fees in a timely manner shall result in interest being due at the rate of 1.5% per month and shall disqualify the undersigned from future use of the truck. In the event tipping fees are less than the deposit made, any excess deposit over the actual tipping fees will be refunded to the undersigned.
3. Trash placed in the truck must be loose or in clear bags. No dark or opaque plastic bags or boxes filled with trash will be allowed.
4. The following trash is ***not acceptable and is not to be placed*** in the truck: white goods (wash machines, refrigerators, etc.), asbestos, hazardous materials, paint cans, tires, recyclable materials or any other items not accepted at the landfill.
5. The undersigned shall retain title to and remain liable for the disposal of any items rejected by the landfill. The undersigned shall be liable for an additional fee of \$25.00 to compensate the Village for having to deal with the return of such items in the event items are rejected.
6. The truck will not be moved from where it is placed by Village employees.
7. The undersigned shall be responsible for any damage to the truck while in the possession of the undersigned.
8. The Village shall not be responsible for any injuries which may occur to any person or any personal property during the loading of the truck or otherwise while it is in the possession of the undersigned. The undersigned agrees to indemnify the Village against any such injuries or claims.
9. Use of the truck shall be subject to the prior use of the truck by the Village for its own needs and no guarantee is made as to the availability of the truck on any particular date.

Date _____ **Signature** _____

Print name _____

Date on which the Village truck is requested: _____

Address to which the truck is to be delivered: _____

Fort Plain, NY 13339