

2010 Walker Trash Collection Service Agreement

The Walker Trash Collection Service, LLC is a wholly owned subsidiary of the Walker Fire Protection Association (WFPA). This service is available to residents living in the Walker/Potato Patch area of Yavapai County that agree to comply with the terms of this Agreement. The trash collection services are provided for the benefit of the local residents in an effort to minimize illegal dumping in the area and reduce the threat of fire to the community that might otherwise be caused by the burning of residential trash. Volunteers of the Walker Fire Auxiliary (WFA) will manage this service and financial proceeds will inure to the WFPA, as owners of the Walker Trash Collection Service, LLC.

- 1) **SERVICE.** Walker Trash Collection Service, LLC agrees to store, maintain and service dumpsters located in the Walker Fire Protection Association (WFPA) parking lot located at 5881 S. Walker Rd., Prescott, AZ 86303 for conditional use by the residents of the Walker and Potato Patch areas of Yavapai County, Arizona.
- 2) **FEE.** In consideration for the dumpster collection services provided by Walker Trash Collection Service, LLC, participating residential users of the service agree to pay a non-refundable \$180.00 for use of the service during the 2010 calendar year.
- 3) **TERM.** This agreement will become effective on or after January 1, 2010 upon receipt of residents satisfactorily completed, signed agreement and \$180.00 payment.
- 4) **TERMINATION.** This agreement will terminate on midnight December 31, 2010 unless otherwise terminated for cause based upon failure of resident to comply with the terms of this Agreement.
- 5) **SECURED USE OF DUMPSTERS.** Upon receipt of a satisfactorily completed and signed Agreement and validation of payment by the Walker Trash Collection Service LLC, qualified residents will be provided with the combination to the locks that secure the dumpsters on WFPA property. Residents will be required to protect and secure the lock combination to ensure the use of the dumpsters is restricted to the residents at the subscribers address provided as part of this agreement.
- 6) **RESIDENTIAL TRASH ONLY.** Only residential trash disposal is permitted and it is the obligation of residents to ensure that trash is properly placed in the dumpsters. Yard clippings, vegetation, pine needles, branches, or other yard waste, furniture, appliances etc., is not permitted. Further, commercial and/or construction debris is prohibited.
- 7) **ENVIRONMENTAL PROTECTION.** The disposal of Hazardous Waste Materials on WFPA property is prohibited. Only residential trash disposal is permitted and it is the obligation of residents to ensure that trash is properly placed in the dumpsters. It is unlawful to dump any Hazardous Waste Materials including but not limited to the following:
 - Asbestos or asbestos containing materials
 - Lead based paint
 - PCB's or any hazardous or toxic wastes as defined in the Resource Conservation and Recovery Act or State or local "Super Fund" "Super Lien" or "Cleanup Lien" laws
 - Construction debris

- Auto or Industrial batteries
- Any other pollutant or contaminant or hazardous, dangerous toxic chemicals, materials, waste or substances within the meaning of any and all applicable laws, rules, regulations, ordinances, or requirements.

Residents found in violation of these rules will have their service suspended.

- 8) **ADDITIONAL DOCUMENTS.** Subsequent to the Closing date, each party to this Agreement shall, at the request of the other, furnish, execute, and deliver such documents and instruments as the requesting party shall reasonably require as necessary or desirable to carry out the transactions contemplated hereunder.
- 9) **GENDER AND NUMBER.** No significance is to be attached to the use of singular or plural designations or the use of the masculine, feminine or neuter gender in this Agreement. Each designation or gender shall be construed to include the others where appropriate.
- 10) **TIME IS OF THE ESSENCE.** Time is of the essence.
- 11) **GOVERNING LAW.** This Agreement shall be executed and delivered in the State of Arizona and the provisions hereof shall be governed by construed, and enforced in accordance with the laws of such state, regardless of any change in domicile of either or both Parties hereto without reference to Arizona Conflicts of Law Principles.
- 12) **VENUE.** The parties agree that in order to achieve the best of the court system and the binding arbitration system, that any dispute(s) under this agreement with be tried to a judge only and not a jury in Yavapai County, Arizona.
- 13) **ENTIRE AGREEMENT.** This Agreement together with exhibits attached hereto, constitutes all the terms agreed upon by the parties with respect to the subject matter herein and supersedes any and all prior agreements or understandings among the parties and may not be changed or terminated orally. No attempted change, termination, or waiver of any provisions herein shall be binding unless reduced to writing and executed by the party against whom the same is sought to be enforced.
- 14) **SECTION HEADINGS.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect in any manner or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.
- 15) **EXHIBITS.** All exhibits attached to this Agreement shall be deemed part of this Agreement and are incorporated herein by reference.
- 16) **PERSONS BOUND; EFFECT.** This Agreement will inure to the benefit of and be legally binding upon the Parties hereto; and their heirs, executors, administrators, successors, and assigns of each of them. This agreement may not be assigned except upon obtaining written consent of the affected.
- 17) **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.
- 18) **SEVERABILITY.** If any part, term, or provision of this Agreement shall be determined by the court to be invalid or unenforceable, all other provisions nevertheless shall remain valid and effective as it is the intention of the other parties that each provision hereof is being agreed upon separately.
- 19) **WAIVER.** Failure to insist upon strict compliance with any of the terms, conditions, representation, and/or warranties of this Agreement shall not be

deemed a waiver of such terms, conditions, representations, and/or warranties, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times, absent written notice to such effect, delivered by the appropriate party to the other party.

20) REPRESENTATION. The Parties acknowledge that each party and its council have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.

21) LEGAL FEES. Each Party is responsible for their own council's fees.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their respective names.

DATE: _____ Walker Trash Collection Service, LLC

Member or the LLC

Customer

Printed Name

DATE: _____

Signature

Address: _____

Phone #: _____
Email: _____

Customer's Spouse/Significant Other

Printed Name

DATE: _____

Signature

Please send a signed copy of this agreement and payment of \$180.00 made out to Walker Trash Collection Service, LLC to the following address:

**Walker Trash Collection Service, LLC
5881 S. Walker Rd.
Prescott, AZ 86303**