

LINCOLN COUNTY LANDFILL APPLICATION FOR ACCOUNT

Date _____

Name of Company/Individual

Billing Address (street, city, zip code)

Contact Person's Name

Contact Telephone Number

FOR CORPORATIONS

Corporate Officers

President's Name

Secretary's Name

Home Address

Home Address

Home Telephone

Home Telephone

State of Incorporation

Year of Incorporation

Registered Agent Name & Address

FOR SOLE PROPRIETORS OR PARTNERSHIPS

Owner's Name

Home Address (street, city, zip code)

Home Telephone

Partner's Name

Partner's Name

Home Address (street, city, zip code)

Home Address (street, city, zip code)

Home Telephone

Home Telephone

(Attach additional sheets as necessary with information regarding additional partners.)

FINANCIAL INSTITUTION USED AS REFERENCE

Name

Address

Phone

FAX

ADDITIONAL CREDIT REFERENCE

Name

Address

Phone

FAX

In extending credit, Lincoln County is relying on the information provided which you certify is accurate and complete. In connection with your request for credit, Lincoln County is authorized to check your credit, employment history or any other information including reports from credit reporting agencies in the evaluation of your application.

Name of Company

By Name and Title

Signature of authorized representative.

LINCOLN COUNTY SOLID WASTE DEPARTMENT CREDIT ACCOUNT CONTRACT

AGREEMENT MADE THIS ____ day of _____, 20____, by and between Lincoln County Solid Waste Department, hereafter referred to as "SWD", and _____

(Company Name and Principal Officer or Agent),

hereafter referred to as "User".

WHEREAS, the SWD has requested the User to provide vehicle identification, credit references, possible bond deposit, and follow all terms stated below.

WHEREAS, the User has agreed to adhere to the following credit terms, waste regulations, and site regulations for charging with the department.

NOW THEREFORE, in consideration of the foregoing premises and in consideration of the mutual agreement contained herein, the parties hereto agree as follows:

1. The contract between the SWD and the User will commence on the above date and continue through the remaining life of the landfill.
2. The SWD agrees to provide a sanitary landfill as long as the facility is fully supported by User fees and permitted under WDNR regulations and licensing.
3. All solid waste, metal, clean wood, yard waste, demolition waste and other acceptable loads will be weighed. The User will be billed at least once a month based on waste type, weight, and current tipping fees. The rate per ton is based on the total estimated tonnage of deposits by Users of the Solid Waste Site for each year based upon the SWD operation costs projected for each period. Operational costs shall include such amounts as the County determines are reasonably necessary to handle future contingencies. In the event that revenues generated and received for the Solid Waste Landfill do not meet operational costs, the SWD may readjust its rates upon 30 days notice. (Addendum #1 is Current Fee Schedule.)
4. All vehicle licenses and descriptions will be recorded with the SWD or some permanent, legible form of identification, i.e. company name will be located on the side of the vehicle. Vehicles which have no such record with the SWD or permanent legible identification shall not be allowed to charge on the User's account until identification can be verified.
5. The rules codified at Chapter 15 of the Lincoln County Code must be complied with as stated. Further, User warrants that the waste materials delivered to SWD will not contain any wastes or substances unacceptable to federal, state or local authorities or regulations.
6. The SWD reserves the right to reject any wastes determined to be hazardous or containing significant amounts of recyclables and the User shall pick up and remove said waste immediately upon notice of rejection. User agrees to be completely and totally responsible and liable for the removal of such waste after notice within 24 hours.

7. The User shall, at the time of execution of this Agreement, specify the principal officer or agent and mailing address of the User. The SWD shall bill the User at least once per month.
8. All credit charges are due within 30 days of receipt. Accounts are considered overdue if payment has not been received and receipted by the thirtieth (30th) day. The User agrees that account balances will be subject to an interest charge of one and one-half per cent (1.5 %) per month. After finance charges have been added any payments received will first be applied to finance charges, secondly past due tipping, and lastly to current charges.

In the event that an account remains delinquent past 30 days of statement, interest thereon shall be computed retroactively to the billing date. In the event that any account remains delinquent for thirty (30) days or more, the SWD may deny use of the site to the User until the delinquent account, including interest, is paid in full.

The SWD reserves the right to require Users having delinquent accounts to pay on a cash basis for actual use of the Solid Waste Site after the User has paid the delinquent account, including interest, in full. The User will be on a cash basis for a minimum of six (6) months for the User to re-establish a good credit basis with SWD.

9. The SWD reserves the right to require Users who have not had previous payment experience with the department or Users which have allowed an account to remain delinquent for thirty (30) days or more during the previous twelve (12) months, to furnish a cash deposit or bond, for a minimum amount of five hundred dollars (\$500). A cash deposit will be held by the SWD for a minimum of two (2) months and does not apply to any tipping fees. In the event a bond is so required, a copy of the same shall be attached hereto as Addendum A and made a part hereof as though fully set forth in this agreement. It is hereby indicated that at a future Solid Waste Committee meeting, upon review of contracts, the SWD reserves the right to potentially require a bond from the User. Any User required to submit a bond will be notified by mail. Whether or not a bond is required by this agreement, the SWD shall not be prevented from suing for and recovering any unpaid or anticipated User fees during the term of this agreement, together with interest, costs, and reasonable attorney fees resulting from the failure of the User to comply with any of the terms of this agreement. Both parties agree to go to court in Lincoln County, Wisconsin, if necessary.
10. The SWD may cancel this agreement upon seven (7) days minimum advance written notice.
11. The SWD and the User, with mutual agreement, may cancel this agreement at any time.
12. Anyone hauling more than 20 tons of solid waste per year must have a current Department of Natural Resources Solid Waste Hauler's License.
13. Nothing in this contract is intended to modify or relieve User of its responsibilities under sec. 893.80, Stats., or any other laws of this state.

Personally came before me this _____ day of _____ 20____, the above-named
_____, to me known to be the person who executed the foregoing
instrument and acknowledge the same.

Subscribed and sworn to before me this _____ day of _____ 20____.

Notary Public, State of Wisconsin

My Commission Expires: _____

Signature of Notary

User By (Principal Officer or Agent of the Company):

Name & Title printed

Signature

STATE OF WISCONSIN)
) ss.
COUNTY OF LINCOLN)

User Company Name, Mailing Address

Phone

Fax

Lincoln County By:

Brian Hafeman, Chairman
Solid Waste Committee

Daniel Miller
Solid Waste Manager