

**RESOLUTION NO. R-05-24**

**A RESOLUTION APPROVING THE FORM OF AN AGREEMENT TO BE USED IN  
THE RENTAL OF WASTE CONTAINERS; AND FOR OTHER PURPOSES**

**WHEREAS**, Ordinance No. 04-24, codified at Section 5.04.21 of the Conway Municipal Code, authorizes the City of Conway to rent waste containers to businesses located within the city on a monthly basis for specific rates set out in said ordinance; and

**WHEREAS**, the City of Conway wishes to establish a formal agreement to be used with those businesses in order to better establish the rights and responsibilities of the parties;

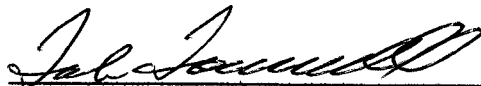
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF CONWAY, ARKANSAS:**

**SECTION 1:** That the City Council of the City of Conway hereby authorizes the Sanitation Department and the office of the Mayor to enter into agreements with local businesses for the monthly rental of waste containers pursuant to Ordinance No. 04-24 as codified at Section 5.04.21.

**SECTION 2:** That the Agreement shall be in substantially the form as that which is attached hereto as Exhibit "A."

**PASSED** this 13<sup>TH</sup> day of September, 2005.

**APPROVED:**



**MAYOR TAB TOWNSELL**

**ATTEST:**



**MICHAEL O. GARRETT  
CITY CLERK /TREASURER**

# Agreement

City of Conway Sanitation Dept.  
4550 Highway 64 West  
Conway, AR 72033

This Agreement is entered into on this day \_\_\_\_\_ of 200\_\_\_\_, by and between City of Conway Sanitation and \_\_\_\_\_ whose mailing address is \_\_\_\_\_.

In consideration of the mutual promises set forth hereunder, the sufficiency of which is hereby acknowledged, City of Conway Sanitation Dept and \_\_\_\_\_ agree to the following:

The City of Conway Sanitation Dept. agrees to deliver the container in a reasonable amount of time. Upon notice we will collect the container, dispose of its contents in accordance to the laws of the State of Arkansas and return the container to its original place of delivery unless otherwise notified. If use of the container past the return date is desired, the Lessee must sign a new Agreement with updated information. All applicable charges will be presented for payment no later than the 10<sup>th</sup> day of the month and will be considered delinquent 30 days after the date of postage.

The lessee agrees to pay, in full, upon receipt of monthly statement, all applicable charges regarding the container provided by the City of Conway. All applicable fees will be within the laws of the State of Arkansas. Furthermore, the lessee agrees to use the container in the manner in which it is intended. The lessee agrees that there will be no liquids of any type, yard waste, hazardous waste, electronic waste or any material that may prove harmful to human health, welfare of the landfill, or the environment. The lessee agrees not to alter or deface the container unless agreed to by the City of Conway Sanitation Dept. Any altering or defacing of property will result in termination of lease. The lessee agrees to pay liquidated damages not to exceed the current replacement cost. The lessee agrees City of Conway is not responsible for accidents either full or in part.

The City of Conway Sanitation Dept. reserves the right to refuse any or all debris that is not acceptable in accordance with ADEQ regulations. City of Conway Sanitation Dept. may terminate this agreement at any time for any reason including but not limited to emergency situations, hazardous

**Exhibit A**

conditions caused by the container or valid complaint. The lessee will be solely responsible for the contents of the container. Any cost incurred by Conway Sanitation Dept. for the proper clean-up and disposal of illegal or unacceptable materials will be charged, in full, directly to the lessee.

Special waste disposal needs can be handled on an individual basis by contacting the City of Conway Sanitation Dept. at 450-6155.

If any part of this Agreement is held unenforceable for any reason, the remaining portion of this Agreement shall remain in full force and effect, and shall be carried out in a manner, which is consistent with the intentions of the parties hereto.

In the event of any dispute or legal action between the parties concerning the enforcement or interpretation of this General Contract, each party shall be responsible for their own attorney's fees.

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, in the City of Conway, the County of Faulkner, State of Arkansas.

\_\_\_\_\_  
City of Conway Sanitation Dept, Lessor

\_\_\_\_\_  
Print Name, Lessee

\_\_\_\_\_  
Sign Name, Lessee

Type (front, rear, roll-off)	Size (3yd,6yd,8yd, 20yd, 30yd)	Quantity	Delivered Date	Return Date