

DUMPSTER SHARE AGREEMENT

City of Port Huron

This agreement is made this _____ day of _____, _____ between the City of Port Huron and _____, located at _____ in the City of Port Huron, State of Michigan. (“Shared User”).

In consideration of the shared use of Dumpster located at _____ (“Dumpster”), the Shared User agrees to the following:

1. **Proper Use of Dumpster:** Shared User Agrees to use the dumpster in accordance with all rules and regulations issued by the City of Port Huron, and only for trash or waste originating from the above referenced address. Shared User further agrees that **all trash must be placed inside the container and not left on the ground adjacent to the dumpster** (this includes any large items that will not fit inside the dumpster – these must be broken down and then placed inside the dumpster).

2. **Payment:**
 - a. Shared User acknowledges, understands, and agrees that use of the Dumpster is subject to the payment of a monthly fee initially set as follows (circle one):

\$15.00 per month per Residential
\$25.00 per month per Commercial Office
\$125.00 per month per Commercial – Food & Beverage
\$250.00 per month per Commercial – High Volume Food & Beverage

 - b. Shared User agrees that the monthly fee may be added onto the Shared User’s monthly water bill from the City of Port Huron, or billed directly to Shared User, at the discretion of the City of Port Huron.

 - c. The City of Port Huron reserves the right to increase the monthly fees if its actual costs incurred in providing the dumpster increase. In such a case, you will be notified at least 30 days in advance of the rate increase.

 - d. Shared User acknowledges, understands, and agrees that failure to provide monthly payment in full will result in a 10% fee assessed to Shared User’s balance.

 - e. Shared User acknowledges, understands, and agrees a non-refundable fee of \$100 will be assessed for a replacement key due to loss or theft.

3. **Term.** The term of this Agreement is for a period of twelve (12) months, beginning at the time of this agreement is processed. This agreement will be automatically renewed every year for an additional period of twelve (12) months, unless written notification is provided at least 30 days prior to the end of the year. Whether in the initial term or any renewed term, either party may terminate this agreement for any reason upon providing sixty (60) days written notice. In addition, the City of Port Huron may terminate this agreement immediately in the case of non-payment of the monthly fee, and Shared User

may terminate this agreement immediately within a period of ten (10) days after the date of a notice of a price increase under paragraph 2(c) above.

4. **Notices.** Any notices by the City to the Shared User will be effective upon mailing such a notice to the address for the Shared User listed above. Any notices to the City must be sent to the Office of the City Manager at 100 McMorran Blvd., Port Huron, MI 48060.
5. **Entire Agreement:** This Agreement represents the entire agreement between the parties and supersedes any prior oral or written agreement. Neither party has relied upon any representation or warranty not stated in this agreement. This Agreement may only be amended pursuant to writing signed by all parties hereto.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

THE UNDERSIGNED REPRESENT THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT:

SHARED USER:

Print Name: _____

Signature of Authorized Representative: _____

Date: _____

Phone Number: _____

Email: _____

CITY OF PORT HURON

By: _____

Its: _____

Date: _____