

EAGLE COUNTY LANDFILL CREDIT AGREEMENT AND PERSONAL GUARANTY

This Agreement is between Eagle County Landfill (“Landfill”), and the “Customer,” and if Customer is not a natural person, the Authorized Representative, identified below. In consideration of Customer being allowed to use the landfill on a credit, rather than cash-due-on-sale basis, and the guaranty of the Authorized Representative set forth herein, the Parties hereto agree as follows:

1. Monthly Invoice. Fees will be assessed to Customer based on usage of the landfill during each monthly period. Invoices will be sent on a monthly basis reflecting the fees and charges incurred during the previous month. Payment shall be due within thirty (30) days of the date of each monthly invoice.
2. Overdue Accounts. All amounts remaining unpaid on Customer’s account after thirty (30) days from the date of the monthly invoice shall incur interest at the rate of 1.75% per month or 21% annum. The rate shall apply at all times, including post judgment. Any account that is 90 days or more overdue will be suspended and will remain inactive until the entire amount due, including accrued interest, is paid full. If Customer or its Authorized Representative also has or is responsible under a credit agreement and personal guarantee at the Eagle County Household Hazardous Waste and Conditionally Exempt Small Quantity Generator Facility and that account is 90 days or more overdue, charging at both facilities will be suspended and will remain inactive until the entire amount due, including accrued interest, is paid full.
3. Default, Costs, & Attorney Fees. Customer shall be responsible for and shall pay immediately upon demand any and all costs of collection incurred by Landfill related to Customer’s failure to timely pay amounts due hereunder, including but not limited to attorney fees and court costs.
4. Additional Charges. Customer agrees to tip all loads as directed and ordered by the waste facility attendant and agrees to provide loads free of hazardous waste. Should hazardous waste be discovered or the loads not tipped as directed, the Customer shall be charged and solely responsible for reimbursing Landfill all additional disposal costs incurred by Landfill as a result of Customer’s failure to tip Customer’s load as directed and/or of Customer’s disposal of hazardous waste at the Eagle County Landfill.
5. Amendment or Revocation. Landfill reserves the right to amend or revoke this agreement at any time for any reason upon provision of written notice to Customer. Amendment or revocation shall not affect Customer or its Authorized Representative’s obligations for account balances incurred prior to such amendment or revocation.
6. Personal Guaranty. The Parties acknowledge and agree that the Landfill is unwilling to extend credit to a Customer that is not a natural person unless an Authorized Representative will agree to be personally liable for the account of the Customer. In consideration of the foregoing, Authorized Representative hereby agrees to be personally liable for all overdue accounts of Customer. This guaranty is continuing until this Agreement is terminated and shall remain in full force and effect for purposes of fees and costs incurred during the term of this Agreement irrespective of any interruptions in the business of the Customer.
7. Termination. This Agreement and the personal guaranty of the Authorized Representative may be terminated at any time by any party for any reason, with or without cause, and without penalty therefor, with seven (7) calendar days’ prior written notice. Obligations for payment of account balances incurred prior to termination of this Agreement shall survive such termination.
8. Notice. Customer shall deliver any notice required under this Agreement or payment to the Eagle County Landfill by personal delivery at the Landfill or by regular mail at the following address: Solid Waste and Recycling, P.O. Box 473, Wolcott, Colorado 81655-0473. Invoices will be sent to Customer at the following address:

Either party may change its address for purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

THIS IS NOT A REVOLVING CHARGE ACCOUNT. All payments are due within thirty (30) days after the date of the invoice and installment payments are not allowed. By the signature below, the Customer agrees to the foregoing and covenants to abide by all general policies applicable to users of the Eagle County Landfill.

CUSTOMER (Company Name)

Representative’s Printed Name and Title

Authorized Representative’s Signature

Date

EAGLE COUNTY HOUSEHOLD HAZARDOUS WASTE AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR CREDIT AGREEMENT AND PERSONAL GUARANTY

This Agreement is between Eagle County Household Hazardous Waste and Conditionally Exempt Small Quantity Generator (“HHW”), and the “Customer,” and if Customer is not a natural person, the Authorized Representative, identified below. In consideration of Customer being allowed to use the HHW on a credit, rather than cash-due-on-sale basis, and the guaranty of the Authorized Representative set forth herein, the Parties hereto agree as follows:

- 9. Monthly Invoice. Fees will be assessed to Customer based on usage of the HHW during each monthly period. Invoices will be sent on a monthly basis reflecting the fees and charges incurred during the previous month. Payment shall be due within thirty (30) days of the date of each monthly invoice.
- 10. Overdue Accounts. All amounts remaining unpaid on Customer’s account after thirty (30) days from the date of the monthly invoice shall incur interest at the rate of 1.75% per month or 21% annum. The rate shall apply at all times, including post judgment. Any account that is 90 days or more overdue will be suspended and will remain inactive until the entire amount due, including accrued interest, is paid full. If Customer or its Authorized Representative also has or is responsible under a credit agreement and personal guarantee at the Eagle County Landfill and that account is 90 days or more overdue, charging at both facilities will be suspended and will remain inactive until the entire amount due, including accrued interest, is paid full.
- 11. Default, Costs, & Attorney Fees. Customer shall be responsible for and shall pay immediately upon demand any and all costs of collection incurred by HHW related to Customer’s failure to timely pay amounts due hereunder, including but not limited to attorney fees and court costs.
- 12. Additional Charges. Customer agrees to tip all loads as directed and ordered by the HHW facility attendant. Should the loads not be tipped as directed, the Customer shall be charged and solely responsible for reimbursing HHW all additional disposal costs incurred by HHW as a result of Customer’s failure to tip Customer’s load as directed.
- 13. Amendment or Revocation. HHW reserves the right to amend or revoke this agreement at any time for any reason upon provision of written notice to Customer. Amendment or revocation shall not affect Customer or its Authorized Representative’s obligations for account balances incurred prior to such amendment or revocation.
- 14. Personal Guaranty. The Parties acknowledge and agree that the HHW is unwilling to extend credit to a Customer that is not a natural person unless an Authorized Representative will agree to be personally liable for the account of the Customer. In consideration of the foregoing, Authorized Representative hereby agrees to be personally liable for all overdue accounts of Customer. This guaranty is continuing until this Agreement is terminated and shall remain in full force and effect for purposes of fees and costs incurred during the term of this Agreement irrespective of any interruptions in the business of the Customer.
- 15. Termination. This Agreement and the personal guaranty of the Authorized Representative may be terminated at any time by any party for any reason, with or without cause, and without penalty therefor, with seven (7) calendar days’ prior written notice. Obligations for payment of account balances incurred prior to termination of this Agreement shall survive such termination.
- 16. Notice. Customer shall deliver any notice required under this Agreement or payment to the Eagle County HHW by personal delivery at the HHW or by regular mail at the following address: Solid Waste and Recycling, P.O. Box 473, Wolcott, Colorado 81655-0473. Invoices will be sent to Customer at the following address:

Either party may change its address for purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

THIS IS NOT A REVOLVING CHARGE ACCOUNT. All payments are due within thirty (30) days after the date of the invoice and installment payments are not allowed. By the signature below, the Customer agrees to the foregoing and covenants to abide by all general policies applicable to users of the Eagle County HHW.

CUSTOMER (Company Name)

Representative’s Printed Name and Title

Authorized Representative’s Signature

Date