



COMMERCIAL ROLL-OFF CONTAINER INTAKE FORM

CUSTOMER INFORMATION

Name:
Address:
Phone #:
Location ID:

DELIVERY SITE INFORMATION

Site Address:
Placement Instructions:

BILLING INFORMATION (CUSTOMER ACCOUNT)

Name:		
Address:		
Phone #:		
Drop-off Date:		
Container Size:		
Do you have a utility account with the City of St. Petersburg?	Yes	No
Amount of Deposit:		

Continued on next page



Sanitation Department
2001 28th St. N.
727-893-7351
contact.sanitation@stpete.org
stpete.org/sanitation



COMMERCIAL ROLL-OFF CONTAINER INTAKE FORM (CONTINUED)

CHARGES

- Placement Fee: One-time fee for placement of the container
- Pull Charge: Flat fee charged each time the City provides the service(s)
- Service Charge: Charged each time the City provides the service(s), per cubic yard of waste
- Disposal Charge: Charged each time the City provides the service(s), per ton of waste
- Overloaded/Blocked Container: Charged each time the container is blocked or overloaded during service(s)
- Cleaning Fee: Charged upon request of customer for the City to clean the container
- Unserviced Container Fee*: Charged daily if Customer does not provide an update on the status of the Container or request the City service the Container at least once every 14 days

Find updated rates in St. Petersburg City Code Section 27-557 and at stpete.org/rates.

*Customer must contact the City's Sanitation Department at 727-893-7351 or contact.sanitation@stpete.org every 14 days or less to have the Container either serviced or removed. Customer understands that, if the Container is not serviced at least once every fourteen 14 days, the City's Sanitation Department will apply a \$10 daily fee for each day Customer fails to contact the City after the 14-day period until the City removes the Container from the Site or Customer contacts the City's Sanitation Department with an update on the status of the Container. Customer shall allow 2 to 3 business days for pickup.

Customer Signature:
Print Name:
Title:
Date:

Approved by Sanitation:

SUBMISSION INSTRUCTIONS

Mail to: City of St. Petersburg Sanitation Department P.O. Box 2842 St. Petersburg, FL 33731	Email to: contact.sanitation@stpete.org
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COMMERCIAL ROLL-OFF CONTAINER INTAKE FORM (CONTINUED)

AGREEMENT

THIS RENTAL AGREEMENT, ("Rental Agreement") is made and entered into on the ____ day of _____, 20____ ("Effective Date"), by and between the Customer identified in the Roll-Off Container Intake Form ("Customer") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

WITNESSETH

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Rent.** The City agrees to rent to Customer and Customer agrees to rent from the City, a commercial roll-off container ("Container").
2. **Term.** The term of this Rental Agreement shall commence on the Effective Date and terminate on the date the Container is pulled and removed from the Site Address identified in the attached Roll-off Container Intake Form, attached hereto and made a part hereof ("Intake Form"); provided, however that either party may terminate this Rental Agreement upon five (5) days prior written notice to the other party. Customer shall allow 2 to 3 business days for pickup.
3. **Service Charges.** Customer shall contact the City's Sanitation Department at (727-893-7351) or contact.sanitation@stpete.org to request the Container be pulled and returned to the Site Address or pulled and removed from the Site Address ("Service(s)") in accordance with the terms of this Rental Agreement and the Roll-Off Container Intake Form. Customer will be subject to the charges identified in the Intake Form for such Service(s).
4. **Payment.** If Customer has an active utility account with the City, Customer understands that it will be billed monthly for the Service(s) provided and agrees to pay on or before the due date of the monthly utility bill. The late charge for customers with an active utility account shall be \$5.00 or 1.5 percent of the service charges, whichever is greater. If Customer does not have an active utility account, the City will submit a monthly invoice to Customer. If the term is less than forty five (45) days, the City will submit one invoice to Customer upon removal of the Container. Customer shall pay all invoices on or before the due date set forth in such invoice. If the charges are not paid on or before the due date shown on the initial invoice for the Service charges, a late charge will be imposed. The late charge for non-utility account holders shall be \$15.00 or 15 percent of the service charges, whichever is greater.
5. **Security Deposit.** If Customer does not have an active utility account with the City, Customer shall pay to the City a five hundred (\$500.00) dollar security deposit. At the end of the term, the City shall apply the security deposit to Customer's outstanding balance. Any surplus amounts from Customer's security deposit shall be refunded, without interest, to Customer upon payment of all outstanding amounts owed to the City.
6. **Hazardous Materials.** Customer shall not place any hazardous materials, as defined by applicable Laws, (as hereinafter defined), in the Container. In the event Customer places hazardous materials in the Container, Customer shall be liable for all costs incurred as a result of the City's clean-up and disposal of the hazardous materials.
7. **Indemnification.** Customer shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly: (i) the breach of this Rental Agreement (including any amendments thereto) by Customer, its employees, agents, representatives or subcontractors; or (ii) the failure of Customer, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws;



COMMERCIAL ROLL-OFF CONTAINER INTAKE FORM (CONTINUED)

or (iii) any negligent act or omission of Customer, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Customer, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) any reckless or intentional wrongful act or omission of Customer, its employees, agents, representatives, or subcontractors.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Customer pursuant to this Rental Agreement or otherwise obtained by Customer and shall survive the expiration or earlier termination of this Rental Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

8. **Insurance.** Customer shall carry the minimum types and amounts of insurance as required by the City and by applicable Laws.
9. **Severability.** Should any paragraph or portion of any paragraph of this Rental Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Rental Agreement.
10. **Assignment.** Customer shall make no assignment of this Rental Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.
11. **Governing Law and Venue.** This Rental Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action shall be in Pinellas County.
12. **Entire Agreement.** This Rental Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them. This Rental Agreement may be amended only in writing executed by the Parties.
13. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws").
14. **Execution of Rental Agreement.** This Rental Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original agreement. Additionally, each party is authorized to sign this Rental Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.
15. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Rental Agreement, persons or entities not a party to this Rental Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
16. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Rental Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
17. **No Waiver.** No provision of this Rental Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Rental Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Customer shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.



COMMERCIAL ROLL-OFF CONTAINER INTAKE FORM (CONTINUED)

IN WITNESS WHEREOF the Parties have caused this Rental Agreement to be executed by their duly authorized representatives on the day and date first above written.

CUSTOMER

By:
Print:
Title:

CITY OF ST. PETERSBURG, FLORIDA

By:
Print:
Title: Director of Sanitation