

City of Waukesha
Waste Collection Enclosure Use Contract

Enclosure location: _____

User name and address: _____

User email address: _____

This Contract is between the User identified above, referred to as the User; and the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City. Together, they are referred to as the Parties.

Recitals

The City owns several waste-collection container enclosures, referred to as Enclosures, in the downtown area of the City and makes them available for use by downtown businesses, so that businesses have a place to locate their containers, to prevent unauthorized use of the containers, and to screen unsightly containers and refuse accumulation from public view.

Enclosure use is limited only to those who enter into a contract with the City, and is regulated by the terms and conditions of those contracts.

In consideration of the mutual promises of the Parties made in this Contract, the Parties agree and contract as follows:

1. **Permission to Use.** The City grants the User non-exclusive permission to place and use a waste-collection container or containers in the Enclosure identified above, subject to all of the terms and conditions of this Contract and all use regulations issued by the City Department of Public Works, during the Term of this Contract.
2. **City Obligations.** Provided the User is not in breach of this Contract, the City shall do the following:
 - a. Allow the User to access the Enclosure.
 - b. Not block User access to the Enclosure.
 - c. Maintain the structural soundness of the Enclosure and gate.
3. **Limits of City Obligations.** The City is not obligated to do any of the following:
 - a. Provide waste-collection containers or disposal services.
 - b. Clean the Enclosure or pick up any waste within or around the Enclosure.
 - c. Close the Enclosure or provide any form of security for User's containers or waste.
4. **User Obligations.** The User shall do the following, at User's sole expense:
 - a. Contract with a commercial waste-disposal provider for delivery and pick-up of waste-disposal containers, and disposal of waste materials. User shall provide proof of contract upon execution of this Contract, and periodically upon request of the City. The provider must be a reputable firm recognized by the City, and carry public-liability insurance having limits typical for such businesses. Proof of such insurance shall be provided to City upon request.
 - b. Dispose of all wastes in compliance with all applicable laws, including, but not limited to, separation and proper disposal of recyclables.
 - c. Generally maintain the Enclosure in a neat and clean condition.
 - d. Ensure that all waste materials are placed within waste-disposal containers, and that no waste materials are outside of the container, or on the ground either inside the Enclosure or in the area within 10 feet of the exterior of the Enclosure, regardless of the source of the waste. It is not an excuse that waste materials may have been placed by an unauthorized person.
 - e. Ensure that the Enclosure gate is closed at all times when the Enclosure is not in active use.

- f. Ensure that all container lids and covers are closed and secured, to prevent wind scattering of waste, entry of animals, entry of persons, and unauthorized use of the containers.
 - g. Place, or allow to be present, in the Enclosure only ordinary commercial waste and recyclables.
 - h. Not place, or allow to be present, in the Enclosure any toxic, hazardous, or explosive substances.
 - i. Promptly clean up all spills of liquids or semi-solids in the Enclosure.
 - j. Clean the interior and exterior of the Enclosure at least once a month, using detergents or a pressure washer as necessary to remove grease or other substances adhering to the Enclosure walls or floor.
 - k. If rodents or other vermin are attracted to the Enclosure or its contents, take reasonable steps to eliminate the attraction, or engage pest-control services if necessary.
 - l. If User is sharing the Enclosure with other users, make arrangements with the other users for equitable distribution of the user obligations in this section among all uses of the Enclosure.
5. **Fee.** User shall pay a pro-rata share of an annual fee to the City. The fee shall be determined by the City, and shall bear a reasonable relation to the actual costs of maintaining the Enclosure. The User and all other users of the Enclosure shall pay a pro-rata share of the total fee. The City shall invoice User, and the invoice shall be payable net 30 days.
6. **User Obligations Are Joint and Several.** If User shares the Enclosure with other users, then User and all other users are jointly and severally responsible for complying with the terms and conditions of this Contract, meaning that User is responsible for complying with the terms and conditions regardless of whether the other users comply or not. It is up to the User and other users to agree among themselves to share the responsibility for complying with this Contract, and the City may terminate this Contract for violation by any user of the Enclosure.
7. **City May Perform User Obligations and Charge User.** If the City observes a breach of section 4 of this Contract by any user of the Enclosure, it will give notice to User at the email address given by User above. User shall then have 10 days within which to correct the breach, and if the breach is not corrected in that time, the City may perform the breached obligation, and bill the User for the expenses incurred by the City. This charge shall be in addition to any forfeitures assessed for violations of the Municipal Code that arise out of the breach. The charges may be assessed as a special charge on the User's property tax bill.
8. **Indemnification and Insurance.** User shall indemnify and hold the City harmless from any and all liabilities arising in any way in connection with User's use of the Enclosure, except to the extent such liabilities arise from the City's negligent acts or omissions. User shall maintain at all times a policy of commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, with an endorsement naming the City as an additional insured.
9. **User Damage to Enclosure.** If the Enclosure is damaged beyond normal wear and tear by User's intentional or negligent act, then User shall be liable to the City for the reasonable expenses incurred in repairing the damage. This liability extends only to the User's acts, and not the acts of other users of the Enclosure.
10. **Term and Termination.** This Contract shall be effective as of the date of its execution by the City, and shall continue until termination by either Party. User may terminate at any time. City may terminate at any time upon User's breach of this Contract that goes uncured after notice from the City for 10 days or longer, or without cause upon 60 days' notice to User at the email address given by User above.

Dated _____

City of Waukesha

By Dustin Nolan, City Recycling and Solid Waste Coordinator

User

Sign above, print name here: _____
Authorized agent for User