



# ACCESS AGREEMENT & RELEASE FOR USE OF PRIVATE DRIVE FOR SOLID WASTE COLLECTION

CUSTOMER: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

## AGREEMENT

- 1. Access for Solid Waste Collection.** The Company currently provides or has been requested to provide solid waste collection service to the Customer. In order for the Company to access the Customer's garbage cans or containers, the Customer hereby grants the Company and its employees permission to use the Customer's private drive and/or other real property as necessary to collect the Customer's solid waste. Furthermore, the Customer agrees to provide unobstructed access and adequate room for company to turn around its collection vehicles on the scheduled collection day.
- 2. Release of Liability.** The Customer hereby recognizes that, due to the more restricted access and/or narrower width of private drives, there is a greater risk that the Company's garbage collection vehicles may cause damage to pavement, walls, landscaping, trees, shrubbery, vehicles, toys, solid waste containers, and other property of the Customer. The Customer furthermore recognizes that the Company may be unwilling to collect solid waste from the Customer at locations other than those locations that are easily accessible from and immediately adjacent to public streets without receiving from the Customer this release of liability. The Company shall have no responsibility or liability for or related to any damage to the Customer's property or improvements thereon, including paved or unpaved surfaces, sub surfaces or curbing, any yard or landscaped areas, or any roadways, driveways or turnarounds leading to or from the undersigned's property, including ordinary wear and tear, and Company shall have no responsibility or liability to correct or repair any damage caused thereto by Company's provision of solid waste collection services. This release shall exclude Damages to the extent they arise as a result of the negligence or misconduct of Company.
- 3. Effective Date; Termination.** This Agreement shall be effective upon the date that the Customer signs this Agreement. The term of this Agreement shall end either (I) when the Company no longer provides solid waste collection services to the Customer, or (II) upon 14 days written notice to other party, whichever is sooner.
- 4. Governing Law.** This agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the state of California.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned agrees and represents that he/she has read this Agreement, understands it, is duly authorized to sign it, and freely, knowingly and voluntarily enters into it, In signing this Agreement, the Customer is not relying upon any statement or representation made by Company.

CUSTOMER BY: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

CSR Initials \_\_\_\_\_

\*\*\*MUST BE RETURNED NO LATER THAN 3:00 PM DAY PRIOR TO REQUESTED DELIVERY\*\*