

Dumpster Usage Agreement

This Agreement is between the Ypsilanti Downtown Development Authority (DDA), of 1 South Huron St., Ypsilanti, MI 48197 and the undersigned Occupant.

Introduction

The DDA furnishes dumpsters for the use of Occupants within the districts to dispose of their rubbish. The DDA has established a fee schedule for use of those dumpsters. This Agreement sets forth the terms and conditions for payment and for use of the dumpsters.

Terms

1. "Occupant" means an owner, tenant or resident within one of the DDA districts who signs this Agreement.
2. Occupant will be given a code to access the dumpster enclosure in Occupant's district.
3. Dumpster fees will be determined by the DDA in its sole discretion. Fees will take into account Occupant's type of usage (e.g., residential, office, restaurant) and may change upon a change of use. Current rates are set forth on the attached schedule, and are subject to change at any time without prior notice.
4. Fees will be billed quarterly, payable in advance.
5. If Occupant fails to pay the amount invoiced within 15 days after the date of the invoice, or otherwise fails to comply with the terms of this Agreement, Occupant's code to access the dumpster enclosure will be cancelled.
6. Occupants may not place any hazardous or explosive material or materials prohibited by state law from going to a landfill within the dumpster enclosure nor may they damage the dumpster enclosure or misuse the property in any other manner. Occupants are required to participate in the City of Ypsilanti's recycling program.
7. Occupants will defend, indemnify and hold harmless the DDA from all losses, costs, expenses, claims, proceedings, actions and demands in respect of any alleged liability arising from this Agreement or Occupant's use of the dumpster.
8. If contamination with a hazardous substance occurs on account of Occupant's use of the dumpster, Occupant agrees to deal with and be responsible for any resulting environmental liability and to comply with any scheme for remediation imposed by any governmental authority.
9. This Agreement will be effective upon the DDA's receipt of a copy of it signed by Occupant and accompanied by a check or other form of immediate payment in the amount of the enclosed invoice. Either Occupant or the DDA may terminate this Agreement at any time. There will be no refund upon termination.

Ypsilanti DDA

Occupant

By: _____

Joseph Meyers
Executive Director

Ypsilanti Downtown Dumpster Enclosure Program Form

Name and Phone Number of Business(s)/Person:

Address of Business(s)/Residence:

Type(s) (Restaurant, Commercial, Residential):

DDA Dumpster Program Fees:

Restaurants - \$125 per restaurant per month

Commercial Businesses (other than restaurants) - \$50 per unit per month

Residential Units - \$25 per unit per month

Total Fee due for four months _____

Please submit payment for the number of businesses and/or units and a signed contract to:

Ypsilanti DDA
1 S. Huron
Ypsilanti, MI 48197