



CHARGE ACCOUNT AGREEMENT

GENERAL TERMS:

This Agreement is made and entered into by and between Cedar Rapids Linn County Solid Waste Agency (herein called "Agency") and _____ herein called "Account Holder").

IT IS AGREED:

1. **TERM OF AGREEMENT.** The term of this Charge Account Agreement shall be effective on date Agency approves the charge account. Unless terminated by either party as hereinafter provided, the Charge Account Agreement shall remain in effect so long as all terms and conditions of this Agreement are met. Either party may terminate this Charge Account Agreement by delivery of written notice to the other party.
2. **USE OF FACILITIES.** The Agency agrees to provide reasonable access and use of its facilities under the provisions of this Charge Account Agreement. Account Holder agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances, and all Agency policies.
3. **VEHICLE AND EQUIPMENT IDENTIFICATION.** Commercial Account Holder agrees to affix additional identifying numbers, characters, or other visual identifiers to Account Holder's waste vehicles.
4. **CHARGE ACCOUNT INFORMATION.** Account Holder must complete all information requested on page 4. Account Holder certifies that the information submitted herein is true and correct.
5. **SECURITY DEPOSIT.** A \$500.00 security deposit, in the form of business check, credit card, or a electronic bank (ACH) transaction, payable to Agency, shall be submitted with a completed Charge Account Agreement. This non-interest-bearing deposit shall be refundable to Account Holder based on any of the following criteria:
 - a) Account has been open for 1 year with favorable payment history, the deposit will be applied to the account to offset current and future charges, or may be refunded via check upon Account Holder request.
 - b) Account Holder requests to terminate Charge Account Agreement with Agency, with all Account Holder invoice(s) determined by Agency to be paid-in-full.
 - c) Account Holder's Charge Account Agreement is denied or revoked by Agency.
6. **CHARGE ACCOUNT DENIAL.** Agency may deny an Account Holder charge privileges, at the discretion of Agency management. Services may be provided on a "cash only" basis. The Agency reserves the right to ban any user.
7. **PRICE OF DISPOSAL SERVICES.** Agency shall establish disposal or management fees based upon the net weight of material delivered at the appropriate disposal facility or based upon a per-item fee. The annual rate structure of fees for materials brought to the disposal facility shall be those adopted by Agency's Board of Directors.

8. **METHOD OF PAYMENT.** Account Holder agrees to pay for all services; including any surcharges or penalties assessed. Payment for services provided under this Charge Account Agreement shall be currency; business/cashier's check; credit card; or a bank electronic (ACH) transfer of funds.
9. **PAYMENT TERMS.** Invoice will process on the 1st of each month. Terms of payment for services provided under this Charge Account Agreement are "Net Due Upon Receipt" of the monthly invoice. All unpaid charges become delinquent on the 1st of the month, when the next invoice processes. A monthly invoice showing all charge ticket numbers assigned to Account Holder for services provided under this Charge Account Agreement shall be sent by Agency to the address designated on Account Holder's application form.
10. **FINANCE CHARGE.** On the 1st of each month, Agency shall impose a finance charge of 1.50% per month, to Account Holder for balances remaining unpaid on prior month invoices. For example, if invoice dated 1/1 remains unpaid on 2/1, a 1.50% finance charge will be assessed on the 2/1 invoice, for the unpaid balance from the prior month.
11. **NON-SUFFICIENT FUNDS CHARGE.** Agency shall impose a \$30.00 fee for each check returned non-sufficient funds "NSF".
12. **SUSPENSION OF CHARGE ACCOUNT.** Agency and Account Holder agree that charge account will be suspended when unpaid invoices are greater than 60 days old from invoice date. No future services will be made on charge until balance over 60 days is paid-in-full. Agency reserves the right to suspend Account Holder for safety or compliance reasons at the discretion of Agency management.
13. **COLLECTION FEES.** Account Holder shall pay to Agency all attorney or collection agency fees incurred by Agency related to non-payment for charges provided under this Charge Account Agreement. Agency agrees to give written notice to Account Holder indicating any action to be taken.
14. **LIQUIDATION OR BANKRUPTCY.** In the event Account Holder ceases to do business under the current business name, or files an order for bankruptcy proceedings, this Charge Account Agreement shall terminate.
15. **INDEMNITY.** Account Holder shall protect, defend, indemnify and hold harmless the Agency from any and all claims, causes of action, or demands which in any way relate to or arise out of actions taken or failure to act by the Account Holder or any of its employees. Such indemnification obligation shall not, however, extend from Account Holder to the Agency for negligence or intentional misconduct of the Agency or its employees.
16. **ASSIGNABILITY.** Assignment of this Charge Account Agreement by either party is prohibited.
17. **NOTICES.** All notices under this Charge Account Agreement shall be in writing and shall be deemed given when personally delivered, mailed thru the United States postal service, or by email, to Agency or Account Holder.
18. **LAWS AND FORCE MAJEURE.** The provisions of this Charge Account Agreement shall be subject to all valid and applicable federal, state, county, municipal and other governmental laws, executive orders, ordinances, rules, regulations, and acts. This Charge Account Agreement shall not be terminated, in whole or in part, nor shall either party be held liable in damages, for failure to comply herewith, if compliance is prevented by, or failure is a result of, any such law, order, ordinance, rule, regulation, act, permitting requirement, or due to Force Majeure. The parties hereto have no knowledge of any law, order, ordinance, rule, regulation, act or permitting requirement currently in force and effect which would prevent either party from performing hereunder. This Charge Account Agreement shall be interpreted under laws of the State of Iowa.

19. **INSURANCE**. Account Holder shall secure and maintain insurance coverages for personnel and equipment which enter upon the premises of the Agency under this Charge Account Agreement, as follows:
- Workers' Compensation Insurance covering liability under applicable workers' compensation law.
 - Automobile Liability and Medical Insurance covering public liability and property damages in a combined single limit of not less than \$2,000,000.00, each occurrence, for death or injury to any person or persons or for property damage as a result of any one occurrence which may arise out of or in connection with performances under this Charge Account Agreement.
 - Account Holder shall have Agency and its employees named as additional insured on its liability insurance policy and shall deliver to Agency certificates evidencing the existence and amounts of above coverages, upon request.
20. **MODIFICATIONS**. This Charge Account Agreement shall not be changed or modified except by a subsequent agreement in writing signed by both parties.
21. **THIRD PARTY LIABILITY**. Nothing in this Charge Account Agreement shall be construed as creating a joint enterprise between the parties hereto nor being for the benefit of third parties for any purpose including, without limitation, establishment of any type of duty, standard of care or liability with respect to third parties.

Account Holder agrees to the terms executed in this Charge Account Agreement on the date immediately adjacent to signature below.

Responsible Party Signature

Date

Print Name of Responsible Party

Title

Company Name _____ Year Established _____

Street Address _____

Billing Address _____

City _____ State _____ Zip Code _____

Telephone # _____ E-mail Address _____

Responsible Party Name _____ Title _____

Responsible Party Name _____ Title _____

Type of Business(Select from List)

Briefly describe nature of business _____

Amount of Monthly Credit (Select from List)

Person to Contact Regarding Accounts Payable _____ Telephone # _____

Accounts Payable Dept. E-mail Address _____

Payment Method (Select from List)

Monthly Invoicing (Select from List)

If E-Mail is checked for monthly invoicing, please provide E-Mail Address _____

Current Bank Reference:

Bank Name _____ Address _____ City _____ State _____

Zip Code _____ Telephone # _____

Bank Contact Person _____ E-Mail Address _____

Checking Account # _____

Return signed & completed charge account agreement to:
Cedar Rapids Linn County Solid Waste Agency
1954 County Home Road
Marion, Iowa 52302
Telephone #: 319-377-5290
Or by email to: finance@solidwasteagency.org

Agency Use Only:

Account # Assigned _____

Authorization _____ **Date** _____