

## USE AGREEMENT

**THIS USE AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_ by \_\_\_\_\_ (the “Owner”) whose address is \_\_\_\_\_ in favor of Polk County (the “County”), a political subdivision of the State of Florida.

A. Owner is the owner of a residential Dwelling Unit located on real property (the “Assessment Property”) whose Parcel Identification Number is \_\_\_\_\_ and which is located within the Polk County Solid Waste Municipal Services Benefit Unit (the “MSBU”);

B. The County has previously assigned and delivered one (1) ninety-five (95) gallon roll cart (the “First Garbage Roll Cart”) to the Assessment Property for the collection of Residential Waste generated at the Owner’s Dwelling Unit;

C. The Owner has advised the County the weekly Residential Waste consistently generated at the Dwelling Unit regularly exceeds the First Garbage Roll Cart capacity and that the Owner requires an additional ninety-five (95) gallon roll cart (the “Second Garbage Roll Cart”) to dispose of the excess waste; and

D. The County is agreeable to providing the Owner the Second Garbage Roll Cart for that purpose provided the Owner enters into a separate agreement addressing the terms, conditions, and costs associated with the use of that cart;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree, as follows:

1. The foregoing recitals are true, correct, a material part of this Agreement, and incorporated herein.

2. Unless defined in the Agreement, all capitalized words and terms shall have the meanings defined in Polk County Ordinance 13-069 (the “Ordinance”), as it may be subsequently amended, or in any adopted successor ordinance.

3. When delivering this Agreement, the Owner has paid the County a one-time nonrefundable fee of \$67.00 for the costs to acquire the Second Garbage Roll Cart and deliver it to the Assessment Property.

4. The County is and shall remain the owner of the Second Garbage Roll Cart. By delivering the Second Roll Cart to the Assessment Property, the County grants Owner a non-assignable right to use the Second Garbage Roll Cart in accordance with the terms and conditions of this Agreement for the disposal of Residential Waste generated at the Owner’s Dwelling Unit during the Agreement term. The Owner cannot transfer the right to use the Second Garbage Roll Cart to a successor owner of the Owner’s Dwelling Unit or the Assessment Property.

5. The Owner shall not remove the Second Garbage Roll Cart from the Assessment Property. Prior to any transfer or conveyance of the Assessment Property or the Dwelling Unit to another party, the Owner first shall coordinate with the County for removal of the Second Garbage Roll Cart from the Assessment Property. If the Owner fails to coordinate or provide for the timely return of the Second Garbage Roll Cart to the County, then the County may recover from the Owner all fees and costs the County incurs to return or replace the cart.

6. Owner acknowledges its request for and acceptance of a Second Garbage Roll Cart evidences that the Owner’s Dwelling Unit consistently generates Residential Waste in amounts above the annual average weight generated by a Dwelling Unit which only has a First Garbage Roll Cart assigned to it. Owner further acknowledges it is fair and reasonable for the County to impose and collect an additional

assessment to pay the cost to dispose of the additional Residential Waste being generated at the Owner's Dwelling Unit. Owner also acknowledges the County will annually impose an assessment against the Assessment Property for the additional waste disposal costs, and the Owner will timely pay each assessment. Owner understands the additional assessment will be made and must be paid in full regardless of how often the Owner actually utilizes the Second Garbage Roll Cart for disposal of Residential Waste during an applicable fiscal year.

7. Owner has delivered the sum of \_\_\_\_\_ to the County in full payment of that portion of the County FY2021/2022 Residential Waste Program Services Assessment pertaining to the disposal of waste from a Second Garbage Roll Cart. In subsequent County fiscal years the Residential Waste Program Services Assessment for the Second Garbage Roll Cart shall be collected in accordance with the Ordinance and applicable Assessment Resolutions.

8. The Owner may terminate the Agreement by delivering written notice to the County and returning the Second Garbage Roll Cart to the County. If Owner terminates the Agreement, the Owner shall not be relieved from paying any due and owing Residential Waste Program Services Assessment, and the County shall not have any obligation to refund any portion of the Residential Waste Program Services Assessment the Owner has paid the County.

9. Owner acknowledges the County is relying upon the content of this Agreement to assign a Second Garbage Roll Cart to the Assessment Property and to impose additional waste disposal assessments against the Assessment Property as described in Section 6, above. Accordingly, the Owner represents and warrants to the County that all the information contained in this Agreement, and all other documents and information the Owner has provided the County in support of its request for a Second Garbage Roll Cart, is true, complete, and correct.

**IN WITNESS WHEREOF**, the Owner has executed and delivered this Agreement to the County as of the date first written above.

**OWNER:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_

who is (are) Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Florida