

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;

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. Services Assessment for the Second Garbage Roll Cart shall be collected in accordance with the Ordinance and applicable Assessment Resolutions.

7. The Owner may terminate the Agreement by delivering written notice to the County and returning the Second Garbage Roll Cart to the County.

8. 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.

I, the Owner has executed and delivered this Agreement to the County as of the date first written above.

OWNER:

OWNER SIGNATURE

PRINTED NAME

OWNER SIGNATURE

PRINTED NAME

<u>FOR INTERNAL USE ONLY</u>		
Owner:	Yes	No
Payment:	Credit	Cash
CK #:	_____	
Cart on Premises:	Yes	No