

**CHEYENNE RIVER SIOUX TRIBE (CRST) SANITARY LANDFILL
SOLID WASTE DISPOSAL APPLICATION
COMMERCIAL – CONTRACTOR DISPOSAL AGREEMENT**

1. Company – Contractor Information

Company Name: _____

Street Address (No Post Office Boxes): _____

Mailing Address (If Different): _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No.: _____

Contact Person: _____ Cell No.: _____

E-Mail Address: _____

2. Type of Business

Sole Proprietor ____ Partnership ____ Corporation ____ Municipal ____

3. Federal Tax I.D. No. _____ or Social Security No. _____

4. Type of Waste Material & Estimated Volume/Weight of Material

(Describe the waste to be delivered to the CRST Landfill and the anticipated volume/weight of the material. See Attached Acceptable & Non-Acceptable Types of Waste Material):

Contractor represents and assures that the waste material delivered to the CRST Landfill is strictly non-hazardous, acceptable solid waste and does not include any special, liquid, or contaminated waste that would require additional approvals, permits, or authorizations: (Initials) _____ (Date) _____

The Landfill has the right to inspect any and all contents of any vehicle delivering waste materials on behalf of the Contractor to the CRST Landfill. The

CRST Landfill also has the right to not accept and therefore reject any load for any justified reason solely at the discretion of the Landfill.

5. Construction or Renovation Project

Name of Project: _____ **Type of Project:** _____

Project Start Date: _____ **Estimated End Date:** _____

Address - Location of Project: _____

Contract Amount - Value: _____

(Provide proof of contract amount; attach copy of contract document signed by the owner and contractor stating the total contract amount)

CRST - Landfill/Solid Waste Fee (1% of Total Contract Amount. This fee must be paid prior to initiating work on the project): _____

6. Project Owner

Name: _____ **Address:** _____

Telephone No: _____ **Contact:** _____

7. Disposal/Tipping Fee Charges/Rates

(Fees will be determined by CRST Landfill officials and will be based upon the type and amount of waste to be accepted at the Landfill):

Estimated Rates/Fees: _____

Contractor will be billed bi-weekly for the waste material inspected and accepted at the CRST Landfill during that two-week period. Payment in full is due within 30 days from the date of billing. If payment is not received within the 30 days all disposal privileges will be revoked immediately the bill will accrue late fees of 2% per month on any outstanding balance. Future disposal privileges may be revoked at the discretion of CRST Landfill officials.

8. Agreement Term

The term of this agreement shall be from the start date to the end date as specified in No. 5 above, unless otherwise extended in writing and signed by all parties.

9. Landfill Rules & Regulations

Contractor agrees to follow all applicable rules, regulation, policies and procedures as implemented by the Landfill to comply with safety, environmental, and Landfill operational activities.

10. Insurance

Contractor agrees to provide certificates of insurance to CRST Landfill covering (1) Commercial Liability (\$1,000,000), (2) Workers Compensation (\$1,000,000), (3) Comprehensive Automobile Liability (\$1,000,000 per occurrence, \$1,000,000 annual aggregate) covering all vehicles used to deliver waste materials to the Landfill.

11. Indemnity

Customer shall indemnify, hold harmless and defend the CRST Landfill from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto, including the costs of defense, settlement, and reasonable attorney's fees, which either party may hereinafter incur, become responsible for, or pay out as a result of death of bodily injuries to any person, destruction or damage to property, contamination or adverse effects upon the environment, or any violations of laws, caused, in whole or in part by such party's breach of warranty, term or provision of this Agreement or any negligent or willful acts or omissions of such party, its employees, agents, designees, or subcontractors in the performance of this Agreement. The obligations set forth in this section will survive the performance and termination of this Agreement.

12. Severability

A ruling by the CRST Tribal Court that one of more of the provisions contained in this Agreement is invalid illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had been amended or originally contemplated by this Agreement to the greatest extent possible.

13. Termination

Except for the rights and obligations under section relating to indemnity, which shall survive the expiration and any termination or suspension of this

Agreement may be terminated at any time prior to the expiration of the term by non-breaching party in the event of a material breach of this Agreement or immediately by CRST Landfill in the event that Customer or Trustee fails to make payments to CRST Landfill as set forth in this agreement. Such Customer or Trustee fails to make payments to CRST Landfill as set forth in this agreement. Such termination shall not prevent CRST Landfill from collecting the amount of any unpaid invoice issued pursuant to this Agreement.

14. Governing Law & Sovereign Immunity

This Agreement shall be governed by the laws of the Cheyenne River Sioux Tribe. The Cheyenne River Sioux Tribe, by entering into this contract, does not waive its sovereign immunity from suit. This Contract shall be governed by the laws of the Cheyenne River Sioux Tribe and all applicable Federal laws and regulations.

15. Attorney's Fees & Costs

In the event that legal action is brought by CRST Landfill for collection of moneys due in their contract, CRST Landfill shall be reimbursed by the Customer for legal costs. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

CONTRACTOR:

_____, Title: _____ DATE: _____
Printed Name

Signature

CRST LANDFILL:

_____, Title: _____ DATE: _____
Printed Name

Signature

APPROVED: _____ DECLINED: _____