

AGREEMENT FOR DISPOSAL OF LIQUID WASTE

This agreement is entered into on the _____ day of _____ ,
20 ____ by and between the City of Fort Worth and _____
_____ hereinafter referred to as "Hauler".

1.

Hauler agrees to dispose of its septage and/or chemical toilet waste only at the designated location(s) at Village Creek Wastewater Treatment Plant (VCWWTP). The locations for disposal shall be directed by authorized staff at VCWWTP. Unless exempted, Hauler further agrees that, prior to any disposal, to have an approved trip ticket as issued by the City of Fort Worth Industrial Waste Section of the Water Department, or by another governmental entity approved by authorized staff at VCWWTP.

2.

Hauler agrees, based upon the current rates for treatment and disposal, monitoring, sample analysis and enforcement, to pay the City of Fort Worth for the volume of waste disposed. Volume of waste shall be that as determined by vehicle tank size as contained in the records of the City of Fort Worth Industrial Waste Section. Rates are subject to revision as may be approved by the City Council of the City of Fort Worth. Invoices shall be rendered to Hauler on a monthly basis and said invoices shall be due and payable to the City of Fort Worth thirty (30) days from date of invoice. Payment shall be made at Fort Worth Water Department, 908 Monroe Street, Fort Worth, Texas 76102. Failure to make payments in accordance with this agreement shall be grounds for termination. The City of Fort Worth reserves the right to deny Hauler the right to dispose if payment is not made within thirty (30) days or the Hauler is delinquent in the payment of disposal fees.

3.

Hauler agrees to make a deposit, in advance of the first disposal, in an amount of money which will, in the judgment of the Director of the City of Fort Worth Water Department, be sufficient to ensure the City of prompt payment of invoices. At a minimum, the deposit shall be equal to an estimated one (1) month charge for disposal at VCWWTP.

4.

In the event of a spill of septage and/or chemical toilet waste within VCWWTP caused by Hauler, Hauler agrees to clean up said spill. If Hauler fails to act, the City of Fort Worth may perform the clean up and invoice Hauler for all costs incurred as a result. Hauler agrees to pay the City of Fort Worth within thirty (30) days of the date of the invoice for such costs.

5.

Disposal by Hauler shall be made at VCWWTP Monday through Friday of each week between the hours of 8:00 o'clock a.m. and 4:00 o'clock p.m. except for City of Fort Worth holidays. Upon prior notice, exceptions to this schedule may be made by the Director of the City of Fort Worth Water Department or his duly authorized representative.

6.

Hauler designates _____
as his duly authorized representative. Such representative may be changed only in writing signed by Hauler. Hauler's address for invoice is _____

and its telephone number is _____.

By: _____
Hauler

CITY OF FORT WORTH
WATER DEPARTMENT

By: _____