SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE APPLICATION

Applicant Information

1. Legal Name of Applicant (Individual, Association, or Corporation):

   _____

2. DBA (if applicable):

   _____

3. Business Address:

   _____

4. Mailing Address (if different):

   _____

5. Primary Contact Name and Title:

   _____

6. Phone Number: _____ Email: _____

Business Authorization

7. Type of Entity (check one):
   ☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other: _____
8. State of Formation: _____
9. Authorized Agent Name and Title:
   _____
10. Documentation Attached:
    ☐ Certificate of Formation / Assumed Name
    ☐ Proof of Authority for Authorized Agent

Scope of Services

11. Description of Solid Waste Services to Be Provided:
    _____
    _____
    _____
    _____
12. Service Area:
    ☐ Commercial Establishments Only
    ☐ Industrial Establishments Only **(Residential service is prohibited)**
13. Dumpster Sizes to Be Used (check all that apply):
    ☐ Larger than 4 cubic yards and smaller than 20 cubic yards
    ☐ Larger than 20 cubic yards

Franchise Term and Fees

14. Applicant acknowledges that the franchise term extends from the date of approval through the first working day of January, with automatic one-year renewals contingent upon payment of franchise fees and compliance.
15. Applicant agrees to pay franchise fees as follows (based on gross receipts within city limits):

    - 7% for dumpsters larger than 4 cubic yards and smaller than 20 cubic yards
    - 5% for dumpsters larger than 20 cubic yards

16. Applicant agrees to file a monthly affidavit of gross receipts and remit fees by the 10th day of each month.

Insurance and Indemnification

17. Applicant agrees to indemnify and hold harmless the City of Clute, its officers, employees, and agents from all claims arising from franchise operations.

18. Applicant shall obtain and maintain public liability insurance with minimum limits of:

    - $100,000 per person injury
    - $300,000 per accident
    - $100,000 property damage

19. Certificate of Insurance (to be provided prior to commencing operations):
    ☐ Attached ☐ To be provided upon approval

Disposal Site Information

20. Name and Location of Sanitary Landfill to Be Used:

    _____

21. Applicant certifies that the landfill is operated in compliance with all applicable state, county, and local laws and is located outside the City of Clute corporate limits and extraterritorial jurisdiction.

Customer Reporting Requirements

22. Applicants agree to provide the City Clerk, within 30 days of franchise effectiveness, with a complete list of all commercial customers within the city, including addresses and rates.

23. Applicant agrees to notify the City Clerk in writing within ten (10) days of:

- Adding a new customer
- Changing a customer rate
- Terminating service to a customer (including reason for termination)

Acknowledgements

24. Applicant acknowledges that the franchise is non-exclusive.
25. Applicant acknowledges that the franchise is not assignable or transferable without written approval of the City Council.
26. Applicant agrees that all notices shall be provided in writing as required by the City of Clute.

Certification and Acceptance

I, the undersigned, certify that I am a duly authorized agent of the applicant and that all information provided herein is true and correct. I further acknowledge and accept all conditions, restrictions, and requirements of the City of Clute Solid Waste Collection and Disposal Franchise.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

For City Use Only

Application Received By: _____ Date: _____

City Council Action: ☐ Approved ☐ Denied ☐ Tabled

Date of Council Action: _____

Franchise Effective Date: _____

Notes:

_____

_____

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