**July 2018**

**City of Saint Paul**

**Private Road Garbage Service Release Form**

By signing below, you agree to allow Consortium, and its Members, to drive its garbage truck(s) on your private road to provide Collection Services. You acknowledge that all roads and driveways may not made strong enough to carry the weight of garbage trucks and that the garbage trucks used to provide your residence with Collection Services may damage your road, driveway and/or other similar property. You further agree to provide unobstructed access over and across your road and so that Hauler may provide safe and efficient Collection Services.

Accordingly, you hereby consent to the use of your private roadway and/or driveway for Collection Services and agree to release, indemnify, defend and hold the Consortium, Hauler and any member or subcontractor of the Consortium and their respective insurers harmless from any liability for damages to your road, driveway, curb, sidewalk and/or any other similar property damage arising out of Hauler, Consortium or any of Consortium’s subcontractors’ providing of Collection Services, including, but not limited to, the servicing or retrieval of any cart(s), unless the damages are solely caused by Hauler, Consortium or Consortium subcontractor’s negligence or misconduct. By signing below, you also agree that this consent and release may be assigned by Hauler or the Consortium to any other subcontractor used by the Consortium without your written consent.

You further understand and agree that this consent and release is binding upon you and any co-owner or subsequent owner of your property.

This consent and release does not grant any right or privilege to receive Collection Service. The Hauler, the Consortium or their respective designees may terminate Collection Services over and across your roadway and/or driveway at any time upon the occurrence of: (i) your breach of this agreement, including your failure to provide safe and unobstructed access across your private roadway or driveway; (ii) the termination of the Consortium’s agreement with the City; or (iii) at the direction of the City. In addition, you may terminate access to your roadway and/or driveway at any time by providing thirty (30) days advanced written notice to the Hauler (which shall be delivered via certified mail / return receipt requested). Upon any termination, Collection Services will be provided to you for the duration of the agreement between the City and the Consortium at a collection location along the nearest public roadway. Your release and indemnification obligations with respect to Collection Services provided to you during the term of this agreement however shall survive any termination.

You acknowledge that you have carefully read this consent and release, understand its contents and that you are signing as a free and voluntary act. Once you sign below, please mail this release back to **your designated garbage hauler**. If you have any questions regarding the content of this form, please contact Leigh Behrens, Saint Paul Solid Waste Programs Supervisor, at 651-266-8897 or leigh.behrens@stpaul.gov.

**Print Name**

**Address**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**