

Lea County Solid Waste Authority Commercial Credit Application

Lea County Courthouse
100 N Main, Suite 11
Lovington, NM 88260
Billing: 575-396-1126
Office: 575-391-2983

Return completed application to
ccorley@leacounty.net
lvelasquez@leacounty.net
Fax: 575-391-8764

Business Name: _____ is your business a (check one):
Address: _____ ☐ Corp ☐ Sole Partnership
City, State Zip: _____ ☐ Partnership ☐ Ltd. Liability Co.
Point of Contact: _____ Buildings: ☐ Owned ☐ Leased
Business Phone: _____ Years in Business: _____
Business Email: _____
Type of Business: _____ Federal Tax ID: _____

List the officers of your business:

	President	Vice President	Secretary
Name:	_____	_____	_____
Address:	_____	_____	_____
City, State Zip:	_____	_____	_____

List Three Business References:

	<u>First</u>	<u>Second</u>	<u>Third</u>
Name:	_____	_____	_____
Address:	_____	_____	_____
	_____	_____	_____
Phone:	_____	_____	_____
Email	_____	_____	_____
Fax:	_____	_____	_____

Account with Waste Management? ☐ Yes ☐ No

Utility Reference: Please submit the last 6 months billing statements for one of your listed utility references with your application.

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Authorized Warranty and Agreement Operator (hereinafter defined) is hereby authorized to investigate all references and information listed herein and applicant warrants that all information is true and correct to the best of his/her knowledge. Applicant affirms that he/she has read, understands, and agrees to be bound by the terms and conditions set forth on the following page of this application.

1. **DEFINITIONS:** The following terms, as used herein shall be defined as follows:
 - a. **HAULER** shall mean the undersigned and shall include applicant and any person, corporation, company, or sole proprietorship which is the successor or assignee or HAULER and whose business is, or includes , that transportation of solid waste from one location to another, but shall not include the OPERATOR.
 - b. **SOLID WASTE** shall mean any garbage, refuse, or other discarded material, including solid, semi-solid or materials resulting from industrial, commercial, mining and agricultural operations and from community activities, but does not include domestic sewage, irrigation and return flows or industrial discharge which are point sources subject to permits under Section 402 of the Clean Water Act, 33 U.S.C. et.Seq., source special nuclear or by product material as defined by the Atomic Energy Act of 1954, as amended 42 U.S.C. et.Seq., or materials subject to in-site mining techniques, which are not removed from the ground as part of the extraction process or hazardous waste as defined by the USEPA or Health and Environment Department, State of New Mexico and any rule pursuant hereto.
 - c. **E.D.** shall mean Environmental Dept., Health & Environmental Dept., State of New Mexico.
 - d. **OPERATOR** shall mean Camino Real Environmental Center, Inc.
 - e. **OWNER** shall mean Lea County Solid Waste Authority.
 - f. **PERMIT** shall mean any written authorization or certification from the E.D. or the USEPA relating to the generation , transportation, storage, treatment, or disposal of solid waste.
 - g. **RCRA** shall mean the Resource Conservation and Recovery Act of 1976, P.L., 94-580 as amended.
 - h. **SITE** shall mean the Operator's permitted facility or facilities.
 - i. **USEPA** shall mean the United States Environmental Protection Agency.
2. **PAYMENTS AND FINANCE CHARGE:** Payment of outstanding invoices is due ten (10) days from the date of the invoice. A **FINANCE CHARGE** of 1.5% per month (**ANNUAL PERCENTAGE RATE OF 18%**) will be charged each month or fraction thereof that an invoice is delinquent, and all expenses incurred in the collection of delinquent accounts will be borne by the Hauler. In the event Operator or Owner is required to file a suit to collect any amount owed or otherwise enforce its rights, Hauler agrees to pay Operator or Owner's reasonable attorney fees.
3. **TRANSPORTATION OF SOLID WASTE:** HAULER represents and warrants that the equipment used by the HAULER to deliver SOLID WASTE to the disposal site shall be in good, safe operating condition and repair. HAULER agrees to conform with the directions posted at the SITE or given by the Operator's employees with regard to approaching the entering internal usage of site. The size and type of delivery equipment shall be such that it can be handled safely at the site. OPERATOR shall have sole authority to determine that HAULER'S equipment is in good, safe operating condition and can be safely handled at the site.
4. **DELIVERY OF SOLID WASTE:** Hauler agrees and warrants that it will only deliver or cause to be delivered SOLID WASTE to OPERATOR'S SITE.
5. **REGISTRATION:** HAULER will supply list of all vehicles, including license number, vehicle number and cubic yard capacity of each vehicle that will deliver SOLID WASTE to the SITE.
6. **RIGHT OF REFUSAL:** Operator shall have absolute right to refuse any load of solid waste delivered to its SITE for whatever reason. OPERATOR SHALL DEEM APPROPRIATE IN ITS SOLE DESCRETION. Under no circumstances shall OPERATOR be obligated to produce or to use any effort to produce any other site for any load of SOLID WASTE refused by the OPERATOR.
7. **MANIFEST:** HAULER shall complete all manifests which are required by any federal, state or local governmental body or agency and when so required, shall deliver signed copies thereof to the OPERATOR said delivery being HAULER'S warranty that all manifests are correct and accurate.
8. **NONMANIFESTED SHIPMENTS:** In the event the HAULER causes one or more NONMANIFESTED loads of SOLID WASTE, which should have been manifested to be delivered to the SITE, and which is accepted for disposal, when in the event HAULER shall hold OWNER and OPERATOR harmless from an and all claims arising from or relating to the acceptance and disposal of such NONMANIFESTED loads. HAULER further agrees that the OPERATOR may without penalty from HAULER report the receipt and disposal of such nonmanifest loads to any appropriate federal, state and local government bodies or agencies, whether or not required by applicable laws, rules or regulations.
9. **HAULER WARRANTY:** HAULER hereby warrants that it has obtained and currently has necessary permits and licenses relating to its transportation of SOLID WASTE. Including but not limited to, permits which may be required under RCRA, the USEPA and the ED and the rules and regulation adopted thereunder and the Interstate Commerce Act and rules and regulations adopted.
10. **Indemnity:** OWNER AND OPERATOR, their agents and employees shall not be liable for any property damage, personal injury or death except when such property damage, personal injury or death is caused by the sole fault of the OPERATOR. HAULER, for itself, its executors, administrators, successors or assigns, hereby agrees to indemnify and hold OWNER AND OPERATOR, their agents and employees, harmless from and against all claims and demands, liabilities, suits or action, (including all responsible expenses and attorney's fees incurred or imposed on OWNER AND OPERATOR, in connections therewith) for such property damage, personal injury or death and for any breach of HAULER'S agreements and warranties found in paragraphs 4, 7 and 9 hereof.
11. **NOTICES:** Any notice required to be given by this agreement, may be given by mailing the same, certified mail, return receipt requested, addressed to OPERATOR or the HAULER as is shown on the reverse side hereof. A notice shall be deemed given when mailed.
12. **SERVERABILITY:** Should any provision of the AGREEMENT to be finally held invalid by court or competent jurisdiction, the remainder of the AGREEMENT, shall remain full force and effect absent such invalid provision.
13. **APPLICATION LAW:** This agreement shall be construed under the laws of the State of New Mexico.
14. **MODIFICAITON:** This agreement is subject to modification by OPERATOR at any time subject to notice to HAULER.

Applicant Company Name: _____

Signature: _____

Title: _____