



**FREDERICK COUNTY
DIVISION OF SOLID WASTE AND RECYCLING
APPLICATION AND SERVICE AGREEMENT
TO OPEN A CHARGE ACCOUNT**

ACCOUNT APPLICATION

Company Name (Applicant): _____

Nature of Business: Waste Hauling Office/Retail Construction/Contractor

Other (comment): _____

Estimated Payment Guarantee Amount if No Account History Available: _____

*Please be mindful that this amount is the maximum quarterly activity amount.

Principal Business Address: _____

Mailing Address (if different than above): _____

Email Address: _____

Telephone Number: _____

Name and Address of Resident (Authorized) Agent: _____

Date and State of Incorporation: _____

Federal I.D. Number:

If incorporated in another State, is corporation registered and qualified to do business in the State of Maryland?

Yes No

Owner or Chief Financial Officer:

Name: _____ Title: _____

Address: _____

Date of Birth: _____

Driver's License No.: _____

List of Vehicles to be Registered for Landfill Use:

Vehicle Make, Model, Year

Tag No.

Terms and Conditions

1. Applicant must complete the Account Application.
2. Approved applicants must provide one of the following forms of payment guarantees before using the Frederick County Landfill. Accounts will be established once the payment guarantee has been reviewed and approved. Estimated waiting periods are listed under each form of guarantee.
 - a. Irrevocable Letter of Credit (LoC). Customers may use this form of payment guarantee by providing an LoC from an accredited financial institution to the Division of Solid Waste & Recycling before receiving privileges to charge transactions to customers' accounts. The amount of the LoC will be established and reviewed as outlined in Paragraph 3 below. LoCs will be paid if an account becomes delinquent and will be paid in the amount of the full balance on record. In the case that the Division of Solid Waste & Recycling collects funds from an LoC, the customer must restore the LoC to the full amount required according the account activity within 15 days after satisfaction of the amount due. If LoCs are not restored to full required balances within 15 days, the customer's privilege to charge transactions to a Landfill account will be revoked. Billing privileges will be restored when the LoC is restored to the correct balance. Estimated waiting period is 15 business days.
 - b. Cash Escrow Deposit. Customers may provide the Division of Solid Waste & Recycling a deposit in the amount established as outlined in Paragraph 3 below. Estimated waiting period varies on time for funds to become available, but this usually occurs within 5 business days.
 - c. Surety Bond. A surety bond that guarantees payment of the entire amount established in the manner outlined in Paragraph 3 below may be provided to the Division of Solid Waste & Recycling in order to open a charge account at the Landfill. Estimated waiting period is 15 business days.
3. The chosen form of payment guarantee must guarantee payment of an amount at least equal to the average quarterly account balance of the applicant. Landfill usage may be estimated when there is no account data available. Estimated usages will be recalculated after the three months of account activity. All accounts will be reviewed annually. Account activity will be limited to an amount less than or equal to the payment guarantee amount. Account holders will be given 15 days to amend payment guarantee amounts if usage increases after a quarterly or annual review. If payment guarantees are not increased within 15 days after notification, account holders will not be permitted to use the Landfill facilities. Any delinquent amounts not satisfied by a payment guarantee must be paid before privileges to charge transactions to the customer's billing account may be restored. Any amount not satisfied by a payment guarantee and not paid by the customer will necessitate legal or collection actions. Accounts with no annual activity or annual activity averaging less than seventy (\$70) dollars per month will be deemed inactive and closed without notice to the account holder.
4. The guarantor shall be jointly and severally liable with the customer for any goods and services provided by Frederick County.
5. Invoices for goods and services shall be issued by the Division of Solid Waste & Recycling on a monthly basis. Payment of the invoice amount must be received within 30 days from the invoice date or interest in the amount of 1% per month will accrue and be assessed to the customer's account. Accounts with delinquencies unpaid for 60 days after the invoice date will be ineligible for continued Landfill use privileges until such time as the delinquency has been paid in full.
6. Customers must follow all rules, regulations, ordinances, resolutions and laws of Frederick County and the State of Maryland while using the facilities of the Frederick County Landfill.
7. Customers will incur a \$25.00 administrative fee for each dishonored check and will be required to pay the fee and the amount of the dishonored check before using the facilities of the Frederick County Landfill. Payment should be in the form of cash, certified funds or credit card.

8. Customers will be assigned a Landfill card for each registered vehicle placed on the customer's account, which must be used solely for the vehicle to which they are assigned. Customers are required to report all lost, destroyed or stolen Landfill permits to the Frederick County Landfill Scalehouse at (301) 600-2955. Customers are responsible for all transactions generated by Landfill cards assigned their accounts.
9. By signing below, the customer hereby requests Frederick County open a credit account for use by the customer. The customer acknowledges that the terms and conditions in this agreement are satisfactory and are accepted.
10. This agreement shall be governed by and construed in accordance with the laws of the State of Maryland in effect at the time of its execution without regard to the place of execution and without regard to any conflict of laws or principles of the State of Maryland.
11. If any dispute arises under this agreement, then any such action or proceeding shall be heard in a court of competent jurisdiction located in Frederick County, Maryland, subject to the provisions of Paragraph 12 below.
12. If any dispute arises under this agreement, and if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in the United States District Court, it shall be brought in the United States District Court for the District of Maryland or any successor federal court having original jurisdiction.
13. This agreement contains the entire agreement among the parties and supersedes all prior agreements, commitments or understandings with respect to the matters provided for herein, and no amendment or modification of this agreement is valid unless in writing and signed by each party to this agreement.

Company

Date

Authorized Signature

Printed Name

Title

I hereby personally and unconditionally guarantee performance by the Applicant of all of its obligations under this agreement, and hereby waive presentment, demand, protest and notice of dishonor.

Guarantor's Signature

Printed Name

Date

Upon completion, the signed form should be submitted to the Frederick County Division of Solid Waste and Recycling by fax to 301-600-3044, email to landfill@frederickcountymd.gov or mail to:
DSWR, 9031 Reichs Ford Road, Frederick, MD 21704