



TRADE WASTE BIN LEASE AND WASTE COLLECTION AGREEMENT

Agreement is made between Cobar Shire Council and _____ (here in after called "The Lessee") whereby in consideration of the annual rental and collection charges as set in Council's Annual Operational Plan. Cobar Shire Council hereby agrees to lease to the Lessee and the Lessee hereby agrees to take on the lease of Steel Trade Waste Containers upon and subject to the following terms; -

- 1) The Lessee shall pay the rental and collection fees and charges as specified in Council's Annual Operational Plan each month and in full.
- 2) The containers shall at all times remain the absolute and unencumbered property of Cobar Shire Council as owner and the rights of the Lessee in the same shall be limited to the bailment created by this agreement.
- 3) The Lessee shall not assign the benefit of this agreement and shall not sublet or part with possession of the containers or suffer the same to be taken in execution or become the subject of any lien.
- 4) The Containers shall remain at all times at _____ and shall not be removed without the prior written consent of Cobar Shire Council.
- 5) Cobar Shire Council may without notice at all reasonable times remove and substitute any Container and the Lessee acknowledge that the rights hereby created are to use a Container and not to possession of the any particular Container.
- 6) The Lessee shall store the Container at _____ so as to keep it free from public access and shall keep the same in a clean and sanitary condition. Cobar Shire Council shall at all reasonable times have the right to enter the property of the Lessee and inspect the state of repair and condition of same.
- 7) The Lessee shall maintain and repair the Containers, to the reasonable satisfaction of Cobar Shire Council at the expense of the Lessee in all things and shall repair all damage howsoever arising reasonable wear and tear only excepted. In the event of damage beyond repair, total destruction, loss of theft the Lessee shall reimburse Cobar Shire Council for the cost of the replacement container.
- 8) The Lessee hereby authorises Cobar Shire Council at all times to enter upon the land of the Lessee to recover the Container and to service or repair the same and discharge refuse. The Lessee hereby indemnifies and holds safe Cobar Shire Council from any damage or injury suffered by Cobar Shire Council on the land of the Lessee. The Lessee shall take out and hold current policy and premium receipt for inspection.
- 9) The Lessee shall not light or cause fires to be lit in the container.
- 10) Cobar Shire Council shall have the sole right to discharge refuse from Container.
- 11) The Lessee shall provide and maintain upon the property, vehicular access not less than three (3) metres wide to a standard capable of carrying trucks having a diameter of not less than twenty (20) metres or such other diameter that Cobar Shire Council may at its discretion approve.
- 12) Cobar Shire Council may terminate this agreement and recover the Container by notice in writing in that behalf left address. The Lessee may terminate this agreement at any time by giving seven (7) days notice in writing to Cobar Shire Council from any liability to Cobar Shire Council whether arising under this Agreement or other wise.
- 13) The Lessee will be charged for a collection, if the Container is obstructed at such a time, Cobar Shire Council has arrived for collection and is unable to empty due to this obstruction.
- 14) The expression "Cobar Shire Council" shall mean unless the context otherwise requires Cobar Shire Council, its servants, officers and agents.
- 15) Cobar Shire Council hereby gives permission to the lessee to hire _____ 3m³ bins.

Signature of Lessee

Cobar Shire Council Authorised Officer

Date

Date