

## Pinecliff Trash Service Agreement

Pinecliff Homeowners' Association (PHOA) Inc. ("Association") has an agreement with GFL Environmental Inc., formerly known as Bestway Disposal ("GFL") for community-wide trash and recycling collection services. Through this agreement GFL will provide services at a discounted rate to residents of the greater Pinecliff area *who are current members of the PHOA*. If you are interested in participating in the community trash service, please provide the requested information, execute the Trash Service Agreement to indemnify and hold the Association harmless for your service, and make payment in full for the number of months of service through next February according to the rates listed on PHOA website, [www.pinecliff-hoa.com](http://www.pinecliff-hoa.com).

1. **Provider:** GFL with billing done through the PHOA.
2. **Service:** GFL will provide standard curbside trash and recycling removal (if requested), one day per week, for the properties in the Association. Trash removal and recycling service is on Tuesdays beginning at 7am. In the event that day of service falls on New Year's Day, Thanksgiving Day, or Christmas Day, trash removal shall occur on the next day. Standard (not bear resistant) 96-gallon trash cart and if requested, a 64-gallon recycle cart will be provided by GFL at no cost and will be returned to GFL at contract's end. Removal of additional, large or nonstandard trash items are to be handled as follows: Customer must call GFL at least 48 hours in advance to make arrangements and payment for those special pick-ups. The Association is not responsible for the costs associated with special pick-ups. Prohibited or unacceptable waste items that will not be picked up include: tires, hazardous or toxic waste, batteries, rocks, concrete, dirt, or e-waste. For a complete list of acceptable items for recycling and any further questions, please visit the PHOA website.
3. **Conditions of Service:**
  - a. Signing up for service, cancelling, interrupting or changing service needs to be done through the PHOA by sending an email to [trashservice@pinecliff-hoa.com](mailto:trashservice@pinecliff-hoa.com).
  - b. For additional pickup services, resident customer shall make arrangements, including payment, directly with GFL @ (719) 633-8709.
  - c. Each resident customer is personally responsible for the maintenance of any and all containers provided by GFL. In the event any container provided by GFL is damaged or not returned at the end of service, the resident customer shall be personally liable to GFL for the cost of the damage or loss incurred by GFL.
  - d. GFL will not interrupt service unless the period of time requested is for four weeks or more. Resident customers shall make arrangement for interrupted service with the Pinecliff Trash Service Coordinator(s). As long as the resident customer has made these prior arrangements, the resident customer will receive reimbursement from the Association for unused service.
  - e. In the event a resident customer terminates service with GFL for any reason, notice of termination must be made 10 days in advance of termination to the Pinecliff Trash Coordinator(s) at the email address contained herein. Once GFL terminates service to the resident customer and no longer bills the Association for service to the resident customer, the Association will reimburse the resident customer for unused months of service.
4. **Indemnification of Association:** Resident customer hereby agrees that at all times regarding this agreement with GFL, and to all aspect of any kind regarding the services provided by GFL, the Association shall be indemnified and held harmless from all claims of any kind arising from GFL's

service, including damage to any property of GFL, failure to return carts at termination of service, damage caused by GFL to resident customer's property, failure of GFL to collect trash and recycle when promised, and any other claim of any kind arising from the referenced service. In the event that any claim arising from the agreement with GFL is brought against the Association by the below-named resident customer, the same below-named resident customer agrees to pay any and all costs incurred by the Association in the Association's defense of itself against the below-named resident's claim, including attorney fees.

5. **Term of Agreement:** This agreement shall remain in force as long as full payment is made prior to each year's renewal deadline (currently February 20<sup>th</sup>), until explicitly terminated by the customer described in paragraph 3e above, or terminated by the Association.

Understanding the conditions and terms by which GFL will provide trash and recycle service, and understanding and agreeing that in no event shall I hold the Association responsible or obligated for any claim of any kind arising from this agreement, which will be in effect for total duration of service, I request that I become a GFL customer through the PHOA. ***The required information is as follows:***

Name: \_\_\_\_\_

Address for Service: \_\_\_\_\_

Telephone Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Signature & Date: \_\_\_\_\_ Current Customer of GFL? \_\_\_\_\_

**Select your Desired Service(s):** (Current year's rates will be on the PHOA's @ [www.pinecliff-hoa.com](http://www.pinecliff-hoa.com).)

\_\_\_\_\_ Curbside Trash Only Service (1 cart and 2 bags per week)

\_\_\_\_\_ Curbside Trash and Recycle Service

Add additional service:

\_\_\_\_\_ Carryout (Pickup and Return of cart(s) to house) at an additional cost— Driveways 150 feet or less.

\_\_\_\_\_ Carryout (Pickup and Return of Cart(s) to house) at an additional cost – Driveways greater than 150 feet.

**Enroll in Pinecliff Trash Service:** Annual Renewals are for service from March 1 – February 28/29)

**Complete this form:** either scan and email the form to [trashservice@pinecliff-hoa.com](mailto:trashservice@pinecliff-hoa.com).

OR: Mail it to Pinecliff HOA, P.O. Box 49372, Colorado Springs, CA 80949-9372.

**Make a payment:** My check payable to "Pinecliff Homeowners' Association" in the amount of \$\_\_\_\_\_ for service from \_\_\_\_\_ (MMDDYY) through the end of February \_\_\_\_\_ (YYYY) is attached.

**\*\*Pinecliff Trash Coordinator(s) can be contacted via email at [trashservice@pinecliff-hoa.com](mailto:trashservice@pinecliff-hoa.com)\*\***