



WASHOE HOUSING AUTHORITY

DUMPSTER USAGE POLICY

The Washoe Housing Authority (WHA) dumpster usage policy has been established as a resource for the residents to be utilized within the four Washoe communities and is governed by the guidelines detailed below. All requests for use of a WHA dumpster must be submitted in writing through the application provided by the Washoe Housing Authority.

INITIATE REQUEST: A dumpster usage form and fee agreement is required along with a signed hold harmless agreement. Once these have been processed and approved the requester will be notified as to the availability of a dumpster and arrangements will be made for delivery.

PRIORITY LEVELS: WHA projects will have priority over all other dumpster requests.

WAIT LIST: A waitlist will be updated and monitored. Each applicant will be placed on the waitlist based on the application date. The Washoe Housing Authority projects will have first priority.

USAGE FEES: Residents of managed and non-managed units will be required to pre-pay a refundable deposit of \$25.00 and a fixed usage fee of \$50.00 which will provide a dumpster for up to 7 (seven) days and 1 (one) trip to the landfill. The days will be Thursday drop-off and Thursday pick-up. Washoe elders are exempt from the usage fee. Contact the WHA should the dumpster need to be picked up prior to the 7 (seven) days. Additional trips within the 7 (seven) day period will require an additional usage fee of \$50.00. Should the dump fee exceed the \$50.00 weight limit, the deposit will be applied towards the additional cost. Non-compliance will affect eligibility to other WHA programs and services.

All payments must be in form of a check or money order (cash will be not be accepted). Should a refund be necessary, a check request will be processed back to the resident within 15 (fifteen) business days. The refund check can only be made payable to the head of household who signed the initial dumpster request.

DUMPSTER REQUESTS: Phone calls will not be accepted. A dumpster usage request form must be signed by the head of household and either mailed or hand delivered to the WHA office.

The resident must specify the location of the dumpster is to be placed; otherwise the WHA will determine the location at the time of drop off.

When the WHA comes to remove the dumpster and it is not accessible due to the property gate being locked and you are not available, the WHA will take action to access the property and remove the dumpster at the requester's expense.

Delivery of a WHA dumpster is at the discretion of the WHA and not a guarantee, however, the WHA will do its best to accommodate each request within reason and work schedule.

The following condense are not acceptable materials for dumping:

- Tires
- Any type of appliances
- Motor oil
- Paints
- Chemicals
- Any type of batteries
- Fuel
- Or any type of hazardous materials

Please contact the Washoe Tribe Environmental Protection Department (WEDP) for assistance with disposing these types of materials. At no time are expired pets/livestock to be disposed of in a WHA dumpster.

RESIDENTS' RESPONSIBILITIES: The resident receiving the dumpster is solely responsible for monitoring the dumpster usage to only their refuse.

DISCLAIMER: The WHA will not be liable for any personal or property damage incurred as a result of use of a WHA dumpster. Requesters will be required to sign a hold harmless agreement. Any damage to a dumpster while on the requestor's property will be the responsibility of the requester to pay the WHA for damage within 30 (thirty) days.

**WASHOE HOUSING AUTHORITY
DUMPSTER USAGE AGREEMENT**

This agreement is made and entered into by and between the Washoe Housing Authority (WHA) and try
(Resident) residing at _____
located in the _____ Community.

RECITALS:

WHEREAS, Resident has requested that the WHA provide a dumpster at the Resident's home for a period of not to exceed 7 (seven) days; and

WHEREAS, Resident agrees to pay a refundable security deposit of \$25.00 and a fixed fee of \$50.00 for one trip to the landfill; and

WHEREAS, the WHA has agreed to provide the requested dumpster and requires a full and complete Hold Harmless Agreement from the Resident as consideration for providing the requested dumpster.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

FIRST: The resident requests in writing that the WHA deliver a dumpster to resident's home, stated above, and agrees to pay a refundable security deposit of \$25.00 and a fixed usage fee of \$50.00 to be paid prior to delivery.

SECOND: The resident represents that he/she is the head of household and is agreeing to grant the WHA and/or its' employees complete access to the resident's lot, yard and surrounding area to deliver and pick up the dumpster.

THIRD: The WHA does not waive its sovereign immunity through this agreement.

FOURTH: The resident hereby forever generally and completely releases and discharges the commissioners, employees, and all others, including the Washoe Tribe of Nevada and California, of and from all claims and demands of every kind and nature of damages, actual and consequential, past, present and future, or for equitable relief of any kind in any way related to the dumpster usage, any damage alleged to be caused or exacerbated by the dumpster, and/or any damage WHA or its' employees, may be alleged to have caused in entering the resident's property.

FIFTH: This agreement sets for the entire agreement between the signatories hereto and fully supersedes any and all prior agreements or understandings, written or oral, between signatories hereto pertaining to the subject matter thereof.

SIXTH: This agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

Dated: _____

Washoe Housing Authority

Dated: _____

Resident



Washoe Housing Authority Dumpster Usage Form

Section I. Requester Information

Last Name _____ First Name _____ Middle Initial _____

Street Address _____

Mailing Address _____ City _____ State _____ Zip Code _____

Home Phone Number _____ Cell Phone Number _____ Work Phone Number _____

I currently: _____ am an Elder _____ Live in a managed unit _____ Own my home

I live in the following community: Carson Dresslerville Stewart Woodfords (Please circle)

Section II. Please indicate the date(s) that you are requesting the use of a dumpster.

From: ___/___/___ To: ___/___/___ (Can not exceed 5 days)

Delivery Time: 8 am to Noon _____ OR Noon to 5 pm _____

Section II. Please provide a written request for the use of a dumpster below or attach request.

Location to place dumpster: _____

SEE MAP ON BACK ----->

I agree, by signing below, that contents such as motor oil, paint, chemicals, batteries and fuel are not acceptable materials for dumping. I will contact the Washoe Environmental Protection Department (WEPD) for assistance with disposing these types of materials. At no time will I place expired pets/livestock in WHA dumpster. I also agree and understand as the resident receiving the dumpster I am solely responsible for monitoring the dumpster usage to only my refuse.

I agree by signing below that the WHA may place the dumpster on my property without my presen Yes No (Please Circle)

Signature of Head of Household _____

Date _____

For WHA Office Use Only

Date dumpster use request form received: ___/___/___ Date logged in: ___/___/___

Dumpster request received by _____ Added to wait list by: _____

Date of Deposit: ___/___/___ Amount of Deposit: \$ _____ Money Order _____ Check _____

Date Deposit Returned: ___/___/___ Returned Deposit Processed by: _____

Date of Payment: ___/___/___ Amount of Payment: \$ _____ Money Order _____ Check _____

Hold Harmless Agreement Signed: Y / N (Please circle) Date of Scanned: ___/___/___

Date of Dumpster Drop Off: ___/___/___ Date of Dumpster Pick Up: ___/___/___

Dumpster Delivered by: _____ Dumpster Picked up by: _____

Cancellation Date: ___/___/___ Unable to deliver: _____

Photos Taken: Yes No Photos Scanned: Yes No



HOLD HARMLESS AGREEMENT

This Agreement is made and entered into by and between Washoe Housing Authority and _____ (“Resident”).

RECITALS:

WHEREAS, Resident has requested that Washoe Housing Authority assist with certain repair work on Resident’s home located at _____; and

WHEREAS, the Washoe Housing Authority has agreed to perform the requested repair work, but requires a full and complete release from the Resident as consideration for performing the requested repair work.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

FIRST: The Resident requests that Washoe Housing Authority perform the following repair work on Resident’s home:

SECOND: The Resident represents that he/she has authority to allow Washoe Housing Authority to perform the above repair work and agrees to grant Washoe Housing Authority and/or its employees, contractors, and subcontractors complete access to the Resident’s home and surrounding area to conduct the above repair work.

THIRD: The Washoe Housing Authority does not waive its sovereign immunity through this Agreement.

FOURTH: The Resident hereby forever generally and completely releases and discharges Washoe Housing Authority and its servants, agents, members, directors,

officers, commissioners, alternate commissioners, and employees, and all others, including the Washoe Tribe of Nevada and California, of and from all claims and demands of every kind and nature for damages, actual and consequential, past and present and future, or for equitable relief of any kind in any way related to the repair work, any damage alleged to be caused or exacerbated by the repair work, and/or any damage Washoe Housing Authority or its employees, contractors, and subcontracts may be alleged to have caused in entering the Residence and/or performing the repair work.

FIFTH: This Agreement sets forth the entire agreement between the signatories hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the signatories hereto pertaining to the subject matter hereof.

SIXTH: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

Dated: _____

WASHOE HOUSING AUTHORITY

Dated: _____

RESIDENT