

SHARED SERVICE AGREEMENT

[This is a sample agreement and can be revised by the parties between which this agreement is made. The intent of the following items are to identify responsibility and help create a successful shared system. Communication between neighbors/users is key to success.]

This **AGREEMENT** made this _____ day of _____, 202_ between

_____ located at _____, Medford, MA,
(business name) (business street address)

_____ located at _____, Medford, MA,
(business name) (business street address)

_____ located at _____, Medford, MA,
(business name) (business street address)

_____ located at _____, Medford, MA.
(business name) (business street address)

The parties agree as follows:

1. **Scope and Description.** The above named parties are owners of nearby properties in the City of Medford. By this agreement, the parties agree to share responsibility for use, operation and maintenance of:

_____ **Trash** dumpster(s) or cart(s) of _____ cubic yards or gallons,
(quantity) (circle one) (volume) (circle one)

_____ **Recycling** dumpster(s) or cart(s) of _____ cubic yards or gallons
(quantity) (circle one) (volume) (circle one)

to be picked up _____ by _____,
(collection frequency) (company)

_____ **Food Scraps Composting** cart(s) of _____ gallons,
(quantity) (volume)

to be picked up _____ by _____,
(collection frequency) (hauler name)

Said dumpsters/carts shall be located at _____ and maintained
(street address)

pursuant to the provisions of the Medford Health Department.

2. **Collection Days**. The parties agree that at the time of this agreement the dumpster(s) and/or cart(s) shall be picked up on the following days:

Trash – Mon Tues Wed Thurs Fri (*circle days*)

Recycling – Mon Tues Wed Thurs Fri (*circle days*)

Food Scraps Composting – Mon Tues Wed Thurs Fri (*circle days*)

This pick up schedule may be revised if necessary

3. **Payment**. The following businesses are designated to receive and pay invoices:

_____ shall receive and pay invoices for trash service
(*business name*)

_____ shall receive and pay invoices for recycling service
(*business name*)

_____ shall receive and pay invoices for composting service
(*business name*)

4. **Reimbursement**. The following businesses shall reimburse the designated businesses according to the following schedule:

_____ will pay designated business _____% of trash invoices
(*business name*) (*percentage of invoice total*)

_____ will pay designated business _____% of recycling invoices
(*business name*) (*percentage of invoice total*)

_____ will pay designated business _____% of composting invoices
(*business name*) (*percentage of invoice total*)

Reimbursements will be paid within ____ days of receipt of notice from designated business.

If vendor invoices are not paid and incur late fees, the designated business will solely be responsible to pay late fees.

If necessary, any party may request an extra pick up, but said requesting party will be charged all applicable fees for the extra service.

5. **Uneven Split/Use of the Waste Services.** If the parties do not have equal volumes of trash, recycling, and food scraps, they may come to a different agreement. CalRecycle waste characterization information may be used to help determine what the volumes are based on the number of employees for different kinds of businesses. (Example: An office, jeweler, and barber shop may share services paying $\frac{1}{2}$, $\frac{1}{4}$ and $\frac{1}{4}$ of the costs).
6. **Management, Housekeeping, Education/Feedback** Each participating business is responsible for training their staff to sort their materials properly and use the services correctly. A best practice could be to designate someone from each contracting business to provide education and feedback if there's something that needs fixing. Examples: Cardboard boxes need to be flattened. No "charge" items allowed.
7. **Code Violation.** The parties are bound by the provisions of the Medford Health Department and both (all) parties will be immediately notified of any violations of this Code, including but not limited to, dumping of toxic, hazardous or dangerous materials, congested dumpster bin area, and improper dumpster maintenance.
8. **Change of Ownership.** This Agreement is valid only between the current owners and any subsequent owners will be required to execute a new agreement
9. **Damages, Maintenance and Repair.** If it becomes necessary or desirable to repair or rebuild the whole or any part of a dumpster enclosure, the costs for maintenance, repair or rebuilding shall be borne equally by the parties. Any repair of damages, maintenance, general repairing or rebuilding of the dumpster enclosure shall be on the same location and of the same size as the original enclosure or portion thereof, and of the same or similar material of the same quality as that used in the original enclosure or portion thereof, unless specifically authorized in writing by the Commissioner of Public Works or designee. Should a dumpster, cart, or dumpster enclosure be damaged by act or omission of any named party, the repairs or rebuild shall be made at the party's expense.
10. **Term.** The Agreement is effective as of the date specified in paragraph 1. A copy of the Agreement shall be submitted to the City of Medford Department of Public Works within 10 days of execution. The Agreement may be terminated by either party with ninety (90) days prior written notice, a copy of which shall be submitted to the City of Medford Department of Public Works.
11. **Modification.** Any modification of the Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party, with notification to the City of Medford Department of Public Works.
11. **Notices.** Any notices by the City to the parties may be sent to the addresses for each party listed above.

In witness whereof, each party to this agreement has caused it to be executed on the date indicated above.

Business Name: _____

Contact Name: _____

Contact Title: _____

Business Name: _____

Contact Name: _____

Contact Title: _____

Business Name: _____

Contact Name: _____

Contact Title: _____

Business Name: _____

Contact Name: _____

Contact Title: _____