

**VENDOR AGREEMENT**

This agreement entered into on \_\_\_\_\_, 20\_\_\_\_\_, by and between Chambers County, Alabama by and through the Chambers County Commission(hereinafter “Chambers County”) operating the Chambers County Construction and Demolition landfill, a solid waste disposal situs pursuant to Section 22-27-1 et seq., Code of Alabama, 1975, and \_\_\_\_\_ hereinafter referred to as “Vendor.”

Chambers County has received and approved a credit application on behalf of the Vendor. Vendor understands and acknowledges that it is permitted to dispose of solid waste at the Chambers County Construction and Demolition Landfill and pay any accrued disposal fees at the conclusion of each month. In the event said accrued disposal fees are not paid by the fifteenth (15<sup>th</sup>) day of the following month, said fees shall include a late charge ten percent of the amount due.

In the event Vendor fails to make any payment to Chambers County, or fails to perform in any manner with regard to this Agreement between the Chambers County and Vendor, \_\_\_\_\_, individually, does hereby guarantee and promise to pay to Chambers County for the Vendor all payments to Chambers County in the same manner as if they were the principals of said Agreement.

In the event Vendor pays and Chambers County accepts an amount of fees less than the total amount of fees due, the amount shall be considered to be in payment of all or part of the earliest fees due. It will not be considered a separate agreement by Chambers County to accept a lesser amount in full satisfaction of all the fees due.

Chambers County shall have the sole right to bring forth any action or proceeding to collect costs accrued under this Agreement. In any such action, Chambers County shall be entitled to recover a reasonable attorney fee of fifteen percent (15%) of the delinquent value.

In the event any part of this Vendor Agreement is construed as unenforceable, the remaining parts of this Vendor Agreement shall be in full force and effect as though any unenforceable part or parts were not written into this Vendor Agreement. This Vendor Agreement shall in no way effect any other rules and regulations adopted by Chambers County or enforced as a matter of law.

**VENDOR**

**CHAMBERS COUNTY, ALABAMA**

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

\_\_\_\_\_

By: \_\_\_\_\_

Jason Fuller,

Position: \_\_\_\_\_

Chambers County Solid Waste Officer

Date: \_\_\_\_\_

**GUARANTY**

I, the undersigned, \_\_\_\_\_, individually, and for my heirs, executors, and assigns, do hereby unconditionally guarantee at all times all obligations and the payment when due of any and all indebtedness or liability of \_\_\_\_\_, owed to Chambers County, Alabama, its heirs and assigns, pursuant to the terms of the herein Vendor Agreement.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Print: \_\_\_\_\_

Signature: \_\_\_\_\_