



**PUBLIC WORKS DEPARTMENT
APPLICATION FOR AT-HOUSE SANITATION PICKUP**

APPLICANT'S NAME

PHONE

ADDRESS

DATE TO BEGIN SERVICE

LOT/BLOCK/ADDITION NUMBER

UTILITY ACCOUNT NUMBER

APPLICANT REQUESTS AT-HOUSE PICKUP AND CONSENTS TO PAYING THE INCREASED AT-HOUSE PICKUP RATE PER POA BOARD APPROVED FEE SCHEDULE

DISCONTINUE AT-HOUSE SERVICE -CHANGE TO CURBSIDE SERVICE

By signature below, applicant consents to allowing a sanitation vehicle to drive on their driveway to service their trash containers. To receive at-house sanitation service, the property owner acknowledges that a Waiver of Liability and Indemnity Agreement must also be executed.

The applicant has read and agrees to the requirements of at house Sanitation Service and any associated fees that accompany this service including the POA Board approved Sanitation Policies and agrees to comply with the requirements.

APPLICANT SIGNATURE

DATE

POA SIGNATURE

DATE

Waiver of Liability and Indemnity Agreement

As consideration for At-House sanitation services, I agree as follows:

Waiver of Liability. I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue Hot Springs Village Property Owners Association (“HSVPOA”), any related entity, any successor, any assign, and any of their directors, officers, employees, and agents (collectively, the “Released Parties”), from any and all claims, liability, loss, cost, damage or expense (including reasonable attorneys' fees) arising out of, incidental to, or in any way relating to any at-house sanitation services. **This release, waiver, discharge and covenant not to sue applies whether or not such claim, demand, cause of action, liability, or damages, including attorneys’ fees, is caused, in whole or in part, by the negligence of a Released Party.**

Indemnification; Hold Harmless. To the fullest extent permitted by law, I agree to protect, indemnify and hold harmless the Released Parties from and against any and all claims, liability, loss, cost, damage or expense (including reasonable attorneys' fees) arising out of, incidental to, or in any way relating to any at-house sanitation services, or any part thereof, including, but not limited to, any installation, maintenance, replacement, improvement, or repair. **This release, waiver, discharge and covenant not to sue applies whether or not such claim, demand, cause of action, liability, or damages, including attorneys’ fees, is caused, in whole or in part, by the negligence of a Released Party.**

Waiver of Subrogation. I, for myself, my heirs, personal representatives and assigns, and any applicable insurance carrier, waive all rights of subrogation against the Released Parties.

Severability. I agree that these waiver provisions are intended to be as broad and inclusive as is permitted by the law of the State of Arkansas, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Acknowledgement of Understanding. I acknowledge I have read these legally binding provisions and fully understand their terms. I acknowledge that I am signing the agreement freely and voluntarily.

Applicant Signature

Print Applicant Name

Date