**Lease Agreement**

**Important Processing Note**: In order to be considered “administratively complete” for processing, all fillable fields must be completed on this lease agreement and accompanying lease certification form. Failure to do so will result in a delay processing your request.

**Definitions**:

"Solid waste transport unit" means any portable non-powered device that is used to contain and transport solid waste excluding hazardous waste off-site or to a solid waste facility. Solid waste transport unit includes, but is not limited to, solid waste roll-off containers, dumpsters, hoppers, rail cars, barges, trailer boxes/vans, trailer dumps, trailer tanks, and trailer vacs.

"Solid waste vehicle" means any device used to carry solid waste excluding hazardous waste off-site or to a solid waste facility. A solid waste vehicle includes, but is not limited to, a solid waste single-unit vehicle, solid waste cab and/or solid waste transport unit.

Lease Between

Lessor: Click or tap here to enter text.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee: Click or tap here to enter text.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Whereas N.J.A.C. 7:26-3.2 (i) requires “a permittee, licensee or exempt transporter who, files a lease in connection with the registration statement for a solid waste vehicle, which the permittee, licensee or exempt transporter will operate, shall ensure that such lease is signed and dated by the parties thereto, provides for the exclusive use, control and possession of such equipment by the permittee, licensee, or exempt transporter during the lease and also includes”:

N.J.A.C. 7:26-3.2(i)(1) - 7:26-3.2(i)(1) The dates on which the lease begins and ends, during which the permittee, licensee, or exempt transporter will have exclusive use, possession and control over the equipment;

The lease will begin onClick or tap to enter a date.at (time)\_\_\_\_\_\_ and end onClick or tap to enter a date.at (time)**\_\_\_\_\_\_.**

N.J.A.C. 7:26-3.2(i)(2) - 7:26-3.2(i)(2) The amount and method of payment for the lease;

The Lessee shall pay the lessor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_ by \_\_\_\_\_\_for the lease.

N.J.A.C. 7:26-3.2(i)(3) - 7:26-3.2(i)(3) The company or person responsible for payment of gas, oil, maintenance and insurance for the equipment;

Click or tap here to enter text.will be responsible for the above costs.

N.J.A.C. 7:26-3.2(i)(4) - 7:26-3.2(i)(4) The company or person responsible for payment of any tipping fees;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be responsible for any tipping fees.

N.J.A.C. 7:26-3.2(i)(5) - 7:26-3.2(i)(5) Identification of the equipment by vehicle identification number (VIN) as it appears on the Motor Vehicles Registration card, license plate number, state which issued license plate and vehicle type;

Click or tap here to enter text.

(or see attached list of equipment if multiple vehicles are involved)

N.J.A.C. 7:26-3.2(i)(6) - 7:26-3.2(i)(6) A provision that the lease shall not be assigned to any person; and the Lessee and Lessor agree the lease shall not be assigned to any other person.

Whereas N.J.A.C. 7:26-3.2 (j) requires “In addition to the requirements of (i) above, when a permittee, licensee, or exempt transporter files a lease in connection with an application for a registration statement for a solid waste vehicle, the lease shall provide that the leased equipment is or will be under the exclusive management, direction, and control of the permittee, licensee, or exempt transporter while being used to conduct solid waste activities for the licensee, permittee, or exempt transporter. This subsection is in no way intended to affect whether the operator or operators of solid waste vehicles leased to a permittee, licensee, or exempt transporter are or should be deemed to be employees of the permittee, licensee, or exempt transporter.”

The Lessee and Lessor agree the leased equipment is or will be under the exclusive management, direction, and control of the permittee, licensee, or exempt transporter while being used to conduct solid waste activities for the licensee, permittee, or exempt transporter.

Date: Click or tap to enter a date.

Lessor: Click or tap here to enter text. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 Name of Authorized Person on Behalf of Lessor

**Lessee Certification:**

**My signature is an acknowledgment and certification that I am aware that if any of the foregoing information or statement is false, I may be subject to punishment which could include the assessment of significant administrative penalties and/or revocation of A-901 license and debarment from the solid and hazardous waste industries.**

Date: Click or tap to enter a date.

Lessee: Click or tap here to enter text. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 Name of Authorized Person on Behalf of Lessee

*Revised January 2021 – Lease Agreement*



DEPARTMENT OF ENVIRONMENTAL PROTECTION

PHILIP D. MURPHY

 *Governor*

SHEILA Y. OLIVER

 *Lt. Governor*

SHAWN M. LATOURETTE

*Commissioner*

SITE REMEDIATION & WASTE MANAGEMENT

Division of Waste & UST Compliance & Enforcement

Bureau of Licensing & Registration

9 Ewing Street

P.O Box 420, Mail Code 09-01

Trenton, NJ 08625-0420

Tel. (609)292-7081

LRU@dep.nj.gov

<https://wastedecals.nj.gov/>

# CERTIFICATION

INSTRUCTIONS

## Pursuant to N.J.A.C. 7:26-3.2 and N.J.A.C. 7:26G-7.2 of the solid and hazardous waste regulations, PLEASE complete and sign the attached “Certification” when you are LEASING any equipment or vehicle operators for the transportation of solid or hazardous waste.

1. The certification must be made by the president, chief executive officer, managing partner or sole proprietor or other appropriate officer or key employee of the permittee or licensee for whom a disclosure statement has been filed in accordance with N.J.A.C. 7:26-16.4(a)10, or if an exempt transporter, by the president, chief executive officer, managing partner or sole proprietor, or other appropriate officer or official, or key employee of the exempt transporter.

## For any additional vehicles, please fill out the attached form “ADDENDUM”.

1. In accordance with N.J.A.C. 7:26-3.2(i)7, ALL applications for an approved registration which involve **Leased equipment** and/**or Leased vehicle operators** must have the completed **“CERTIFICATION”** statement submitted along with the registration application. If the “Certification” statement is incomplete or is not included with your registration application, your application will be considered administratively incomplete, and will be returned.
2. You may download or photocopy this “CERTIFICATION” but **you must submit the Original (signed version)** to the address above with all other required documents.

*Revised January 2021 – Lease Certification Instructions*

# CERTIFICATION

## NJDEP#

1. I certify that I am the of and I am

**Title Name of Licensee, Permittee or Exempt Transporter**

authorized to make this certification/affidavit on behalf of , and

**Name of Licensee, Permittee or Exempt Transporter**

that I have personal knowledge of the facts set forth below. N.J.A.C. 7:26-3.2(i)7[i]1 and N.J.A.C. 7:26G-7.2(a)12.

1. The Lease filed by me as part of the registration statement for the equipment,

Vehicle Type , VIN/Serial No. ,

Issued by the State of , License Number , contains the true terms of the lease and has a bonafide business purpose and is not filed with the purpose of preventing the discovery of information which would disqualify, for any reason set forth in N.J.S.A. 13:1E-133, the lessor or any other person from receiving a license. N.J.A.C. 7:26-3.2(i)7[i]2 and

N.J.A.C. 7:26G-7.2(a)12.

1. I further certify that my company and I understand that it must exercise exclusive use, possession and control over each piece of equipment which is included in the NJDEP registration statement; and such equipment is used to transport solid and/or hazardous waste. N.J.A.C. 7:26-3.2(i)7[i]3 and N.J.A.C. 7:26G-7.2(a)12.
2. I further certify that my company and I understand that it must take reasonable measures to ensure that the above-described equipment will not, during the period of this lease, be used by any other person for the purpose of transporting solid and/or hazardous waste. N.J.A.C. 7:26-3.2(i)7[i]4 and N.J.A.C. 7:26G-7.2(a)12.
3. My company and I understand that the above-described equipment is or will be under the exclusive management, direction and control of a Permittee, Licensee, or Exempt Transporter while being used to conduct solid and/or hazardous waste activities for Permittee, Licensee, or Exempt Transporter. N.J.A.C. 7:26-3.2(j) and N.J.A.C. 7:26G-7.2(a)13.
4. My company and I understand that, for purposes of solid and/or hazardous waste activities and to the extent provided for under New Jersey law, my company will be responsible for the actions and omissions of their lessors and their vehicle operators, and for selecting lessors and vehicle operators with appropriate qualifications. N.J.A.C. 7:26-3.2(1).
5. My company and I understand that, when the NJDEP issues decals to a Permittee, Licensee, or Exempt transporter for affixation to the solid and/or hazardous waste vehicle(s) of a lessor from which the permittee, licensee, or exempt transporter is leasing solid and/or hazardous waste, the permittee, licensee or exempt transporter to which the lessor has leased solid and/or hazardous waste vehicles, and the lessor itself, are under independent obligations to notify the Department, return the NJDEP registration certification to the Department, and remove and destroy the NJDEP registration number and decals from the solid and/or hazardous waste vehicles of the lessor at the expiration and non-renewal of the lease

Lease Certification

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pursuant to which decals were issued; and such decals shall be deemed expired. When used for solid and/or hazardous waste transportation purposes, such vehicles may only be used pursuant to the lease, and in compliance with all requirements of N.J.A.C. 7:26-3.2 and, if used in transporting hazardous waste, N.J.A.C. 7:26G-7.2, N.J.A.C. 7:26-3.2(k) and N.J.A.C. 7:26G-7.2(b)6ii.

1. My company and I understand that reasonable measures must be taken to remove and destroy expired decals and registration numbers after the expiration and non–renewal of the lease; and failure to do so may constitute a violation and may subject both the lessor and the Permittee, Licensee, or Exempt Transporter to penalties and licensing actions. N.J.A.C. 7:26-3.2(k)1 and N.J.A.C. 7:26G-7.2(b)6ii.
2. The term of the **attached** Lease:

Begins at and Terminates at .

TIME, MONTH, DAY, YEAR TIME, MONTH, DAY, YEAR

If usage during the term is intermittent, occasions, or on an “as needed” basis, please explain:

 .

Name of **LESSOR** Street Address City State Zip Code

Signed by: ( )

Name of Authorized Official Date Title Telephone Number

**Lessee Certification**

**My signature is an acknowledgment and certification that I am aware that if any of the foregoing information or statement is false, I may be subject to punishment which could include the assessment of significant administrative penalties and/or revocation of A-901 license and debarment from the solid and hazardous waste industries:**

Name of **LESSEE** Street Address City State Zip Code

Signed by: ( )

Name of Authorized Official Date Title Telephone Number

*Revised January 2021 – Lease Certification*

**ADDENDUM**

Vehicle Type VIN/Serial No.

Issued by the State of License Number

Vehicle Type VIN/Serial No.

Issued by the State of License Number

Vehicle Type VIN/Serial No.

Issued by the State of License Number

Vehicle Type VIN/Serial No.

Issued by the State of License Number

Vehicle Type VIN/Serial No.

Issued by the State of License Number

Vehicle Type VIN/Serial No.

Issued by the State of License Number

**Attach additional sheets as needed**

*Revised January 2021*