



Waste Connections Pueblo
28900 E Hwy 96
Pueblo, CO 81001
Phone: 719-948-0047

Service Agreement

Contract# 6076

Service Location

Customer Name Anderson, Craig			RM#
Address 8 Sedum Ct			
City Pueblo	State CO	Zip 81001-1021	
Phone (719) 320-6799	Contact		
Email			

Billing Information

Customer Name Anderson, Craig		
Address 8 Sedum Ct		
City Pueblo	State CO	Zip 81001-1021
Phone (719) 320-6799	AP Contact	
Email craig@coot.net		

Services and Rates

Effective Date Apr 4, 2016

Delivery Date Apr 6, 2016

Quantity	Service Type	Frequency	Service Rate
1	40 Yard Trash Service		

Notes

DEL 40YD RO, CUST AGREES TO PAY \$250.00 PER HAUL, \$50.00 DEL FEE, \$40.00 PER TON AFTER 3 TONS UP TO 7 TONS, \$65.00 PER TON OVER 7 TONS, CONT RENTAL IS \$5.00 PER DAY AFTER 14 DAYS AND \$75.00 TRIP CHARGE IF UNABLE TO SERVICE. \$1.00 PER MIN AFTER 5 MINS OF WAITING. *PLEASE CALL WHEN YOU RE READY FOR REMOVAL. NEEDS TO BE LEVEL WITH THE TOP OR JUST BELOW IN ORDER TO

TERMS AND CONDITIONS the service agreement is for 1 months and the renewal period is for 1 month

PAYMENT TERMS: The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer . **TERMS: NET 10 DAYS**
State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply.
Container relocation, container removal and seasonal restarts will be provided at additional costs.

Customer Agreement

Authorized Signature Craig Anderson
Printed Name Craig Anderson
home owner
Title home owner Date Apr 4, 2016

Representative Agreement

Authorized Signature _____
Printed Name _____
Title _____ Date _____

V2 JUN 2015

TERMS AND CONDITIONS

ARTICLE I

SERVICES RENDERED

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE II

TERM

The initial term (the "initial term") of this agreement is 1 months from the effective service date set forth on the first page of this agreement, which is the date contractor's equipment is delivered to customer's location or service under this agreement commences, whichever is earlier. This agreement shall automatically renew for successive 1 months terms (each a "renewal term" and together with the initial term, the "term") thereafter unless either party gives written notice of termination by u.s. certified or registered mail, postage pre-paid and return receipt requested, to the other party at least ninety (90) days prior to the expiration of the initial term or any renewal term. any such notice shall be sent to the other party's address set forth on the first page of this agreement, or any change of address communicated in writing by the other party during the term of the agreement. a renewal term shall become effective (thereby extending the then-current term) upon either party's failure to give notice of termination within the time period set forth above. notwithstanding the foregoing, customer agrees that it shall not provide any such notice of termination if contractor meets competitive offers made by third parties in writing for similar services after contractor's review thereof pursuant to article xiii below.

ARTICLE III

WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

ARTICLE IV

TITLE

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

ARTICLE V

PAYMENTS

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-third percent (1⅓%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Customer will pay Contractor a standard recycling services and equipment charge set forth above (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

ARTICLE VI

RATE ADJUSTMENTS

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes). Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article VI, the parties agree that this Agreement as so adjusted will continue in full force and effect.

**ARTICLE VII
SERVICE CHANGES AND AMENDMENTS**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

**ARTICLE IX
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X
LIQUIDATED DAMAGES AND ATTORNEYS' FEES**

In the event Customer terminates this Agreement prior to the expiration of its Term other than as a result of a breach by Contractor or Contractor terminates this Agreement for Customer's breach (including nonpayment), Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XI
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII
ASSIGNMENT**

Customer shall not assign this Agreement without the prior written consent of Contractor, which shall not be unreasonably withheld.

**ARTICLE XIII
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to respond to it.

ARTICLE XIV EXCUSED PERFORMANCE

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

ARTICLE XV BINDING EFFECT

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

ARTICLE XVI ENTIRE AGREEMENT; GOVERNING LAW; AND SEVERABILITY

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that Article XVII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable.

ARTICLE XVII BINDING ARBITRATION AND CLASS ACTION WAIVER

Except for Excluded Claims (as defined below), any controversy or claim (collectively "Claims") arising out of or relating to this Agreement, or the breach hereof, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following controversies and claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; and (B) Contractor's claims against Customer to collect past due Charges or liquidated damages.

The parties hereto agree that any and all Claims, whether in arbitration or otherwise, must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding. Accordingly, Customer hereby waives any and all rights to bring any Claim as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding.

This agreement to arbitrate Claims and waiver of class actions rights is governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.) and evidences a transaction in interstate commerce. Notwithstanding anything to the contrary herein or in the Rules, this Article shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, consolidated, collective or representative action, and only a court, and not an arbitrator, may adjudicate any contention that any portion of this Article is unenforceable, void or voidable.

ARTICLE XVIII CUSTOMER MASTER SERVICE AGREEMENTS

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.