



WASTE CONNECTIONS OF CANADA INC
25 Fawcett Road, Coquitlam, British Columbia V3K 6V2
P:(604) 525-2072 F:(604) 525-5762

CUSTOMER SERVICE AGREEMENT
#01439265

SERVICE LOCATION

Customer Legal Name CYPRESS POINT STRATA NW 2050
Account Number 7300-674209-1
Address 7651 MINORU BLVD
City, Province, Postal Code RICHMOND, BC, V6Y1Z3
Contact AUDREY MONTERO
Phone (604) 279-1554
Email nw2050@telus.net

BILLING INFORMATION

Customer Legal Name CYPRESS POINT STRATA NW 2050
Account Number 7300-674209-1
Address 308 7651 MINORU BLVD
City, Province, Postal Code RICHMOND, BC, V6Y1Z3
Contact AUDREY MONTERO
Phone (778) 886-0390
Email nw2050@telus.net

SERVICES AND RATES

Effective Date: November 1, 2024

Qty	Service #1	Billing Frequency	PRICE
3	COMM FRONT LOAD 3 YD 2X PER WEEK		
	BASIC SERVICE CHARGE	MONTHLY	\$1901.00
	EXTRA PICK UP	PER SERVICE	\$178.00
Qty	Service #2	Billing Frequency	PRICE
2	COMM FRONT LOAD RECYCLE 4 YD EVERY OTHER WEEK		
	BASIC SERVICE CHARGE	MONTHLY	\$315.00
	EXTRA PICK UP	PER SERVICE	\$134.00

SITE FEE	Billing Frequency	PRICE
ADMINISTRATION FEE	MONTHLY	15.00

ADDITIONAL COMMENTS

IF ANY CONFLICTS EXIST IN THIS AGREEMENT BETWEEN THESE ADDITIONAL COMMENTS AND THE TERMS AND CONDITIONS WHICH FOLLOW THE LANGUAGE IN THESE ADDITIONAL COMMENTS SHALL GOVERN

For the 1st year, Fuel Surcharge is not to exceed 18%, Environmental Fee is not to exceed 4.5%, Commodity Fee is not included and Recycle Processing Fee is not included.

IF NOT SPECIFIED OTHERWISE, THE FOLLOWING STANDARD CHARGES WILL APPLY:

CURRENT STANDARD CHARGES (*):

Container Delivery: \$150.00	Relocate Container: \$150.00	Container/Castor Repair: \$200.00
Container Removal: \$150.00	Blocked Container: \$25.00	Lock Delivery: \$65.00
Container Exchange: \$150.00	Contaminated Lift: \$100.00	Lock Bar Install: \$200.00

Please refer to the Pricing Policy at www.wasteconnectionscanada.com/pricing-policy for a description of our (i) fuel surcharge; (ii) environmental fee; (iii) administrative fee; (iv) container maintenance fee, and how each fee is calculated and shown on your invoice.

THIS IS A LEGALLY BINDING AGREEMENT, SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BELOW AND THE PRICING POLICY ON OUR WEBSITE.

CUSTOMER

Authorized Signature

AUDREY MONTERO

Printed Name

AUDREY MONTERO

Title

Strata NW2050 Office Administrator

Date (MM/DD/YYYY)

11/04/2024

REPRESENTATIVE**Jim Tao**

Outside Sales Representative

WASTE CONNECTIONS OF CANADA INC



P: (604) 999-6249

M: +1 6049996249

@: jim.tao@wasteconnections.com

TERMS AND CONDITIONS

This Agreement shall be effective and binding on the parties as of the date executed by the Customer on the first page of this Agreement.

ARTICLE I SERVICES RENDERED

Waste Connections of Canada Inc. ("Waste Connections") agrees to furnish the Waste Services and Equipment (each as defined below) and Customer agrees to make the payments and abide by the terms and conditions described herein. Customer agrees that as of and from the date that service begins, Waste Connections shall have the sole and exclusive right to provide waste collection (including organics waste collection), recycling, processing and/or disposal services to Customer as described on the first page of this Agreement and as may be needed from time to time by Customer during the Term (collectively, the "Waste Services"). For greater certainty, Customer hereby represents and warrants to Waste Connections that it has no existing agreements with other companies or entities for the provision of Waste Services at the time of service commencement with Waste Connections, or at any other time during the Term, and hereby agrees to hold Waste Connections harmless from any claims, losses or damages resulting from any actions regarding any such agreements.

ARTICLE II TERM

This Agreement is for a term commencing on the Effective Date (as set out on the first page of the Agreement) and shall continue for a period of 48 MONTHS thereafter (the "Initial Term"). It shall be renewed for successive 48 MONTH Terms without further action by the parties (each a "Renewal Term" and together with the Initial Term, the "Term"). This Agreement may be terminated at the end of the Initial Term or any Renewal Term by either party by providing written notice to the other party (via certified mail) not less than ninety (90) days or more than one hundred and eighty (180) days before the end of the Initial Term or any Renewal Term. The notice shall be given, as applicable, by Customer to Waste Connections at Waste Connections' address for service and to Customer at Customer's billing address, as noted on the first page of this Agreement.

ARTICLE III EQUIPMENT

Customer acknowledges and agrees that all Equipment furnished hereunder by Waste Connections shall remain the property of Waste Connections. The word "Equipment" as used herein shall mean all containers used for the storage of Waste Material (as defined below) including without limitation all stationary compaction units, stationary baling units, Waste Material loading devices, tanks, tankers and such other on site equipment or devices as may be specified on the first page of the Agreement. Waste Connections reserves the right to substitute the Equipment for similar Equipment at any time during the Term.

Except where Waste Connections is handling the Equipment for the purpose of servicing or collecting Waste Material, Customer acknowledges that it has care, custody and control of the Equipment while at the Customer's location, and accepts responsibility for all loss or damage to the Equipment (other than for normal wear and tear). Customer will not move, remove, authorize, or permit a third party to move or remove or alter the Equipment, without the written consent of Waste Connections. Customer also agrees not to overload (by weight or volume), move, alter or install any devices on the Equipment, and shall use the Equipment only for its intended purpose. In addition, Customer shall not manually or mechanically compact any materials inside the Equipment, except inside compactor receiver boxes specifically designed for this purpose, and shall not allow any third party to take such actions. Customer further agrees that Waste Connections may charge Customer for any overloaded Equipment above the allotted weight limits. Customer agrees to indemnify and hold harmless Waste Connections against all claims, damages, suits, penalties, fines and liabilities 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 keep the waste storage site and its surroundings clean, including the removal of snow and ice (where applicable); not to overload the containers (by weight or volume); and to pick up all Waste Material that could fall when the Equipment is handled by Waste Connections. The Equipment and Waste Material shall be accessible to Waste Connections' vehicles at all times; otherwise, Waste Material may not be collected; however, Customer may still be charged. Waste Connections reserves the right to charge Customer an "extra pick-up" fee for any additional collection service required due to Customer's failure to provide such access, or for overloaded Equipment. At the termination or expiration of this Agreement, Customer will make the Equipment available for pick up by Waste Connections in the condition in which it was provided, normal wear and tear excepted.

ARTICLE IV WASTE MATERIAL

"Waste Material" means non-hazardous solid and recyclable waste generated by Customer. Waste Material does not include radioactive, volatile, corrosive, highly flammable, explosive, bio-medical, infectious, toxic or hazardous material ("Excluded Waste"). The term "hazardous material" shall include, but not be limited to, any waste (regardless of amount) listed or characterized as hazardous by any applicable law. Waste Connections shall acquire title to and ownership of the Waste Material when it is loaded into Waste Connections' vehicles. Title and liability for any Excluded Waste shall remain with Customer, including where such waste is inadvertently picked up by Waste Connections, and Customer expressly agrees to defend, indemnify and hold harmless Waste Connections from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such Excluded Waste.

Customer agrees to comply with any procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Waste Connections. In the event that any recyclable materials furnished to Waste Connections by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Waste Connections not to be resalable or to have a reduced resale value, Waste Connections may, in addition to its other remedies, require Customer to pay Waste Connections, as liquidated damages and not as a penalty, the charges incurred by Waste Connections (plus overhead and profit) for hauling, processing and/or disposal of such materials and the for the reduction in resale value of such materials.

Waste Connections shall deliver properly prepared recyclable materials furnished to Waste Connections by Customer to either (i) a recycling facility owned and/or operated by Waste Connections; or (ii) to an affiliate of Waste Connections; or (iii) to a third party that Waste Connections understands is capable to handle and will recycle the materials ("Third Party Facility"). Customer understands that Waste Connections 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 V PAYMENTS

Customer shall pay Waste Connections for the Waste Services and/or Equipment furnished by Waste Connections in accordance with the charges and rates provided for herein plus all taxes (including sales, use and service taxes), fees and other charges imposed by applicable laws and regulations upon the collection, transportation and/or disposal of Customer's Waste Material. It is understood that Customer will pay Waste Connections a standard recycling services and Equipment charge set forth herein (irrespective of the change to commodity values). Customer shall also be responsible for paying any and all fuel surcharges, environmental and regulatory charges, container maintenance fees, administrative fees and any other fees associated with the Waste Services in accordance with Waste Connections' Pricing Policy (the "Pricing Policy"), which may be found at www.wasteconnectionscanada.com/pricing-policy. Customer understands and agrees that Waste Connections may update its Pricing Policy from time to time. Any such changes shall be posted on Waste Connections' website at www.wasteconnectionscanada.com. Customer shall receive notice that a change has occurred via its next invoice and payment by Customer of such invoice shall be considered Customer's acceptance of such change.

Payment shall be made by Customer to Waste Connections within ten (10) days of the date of an invoice issued by Waste Connections. Neither Waste Connections nor Customer may challenge, dispute or amend an invoice more than six (6) months after the date it was issued by Waste Connections to Customer. The Customer's failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim.

Customer agrees that Waste Connections may impose and Customer agrees to pay a late fee for all past due payments provided such late fee shall not exceed the maximum rate allowed by applicable law. In addition to the foregoing, where Customer repeatedly fails to timely pay its invoices, Waste Connections may, in addition to any other remedy it has pursuant to this Agreement and/or at law, terminate this Agreement or suspend services until Customer's account has been paid in full. Customer acknowledges that when Waste Connections elects to suspend service, Customer shall continue to be billed for any recurring fees during the Term of the Agreement.

ARTICLE VI RATE ADJUSTMENTS

Waste Connections reserves the right to adjust the rates hereunder (including by way of a separate surcharge) effective immediately and without notice based on any of the following factors (either individually or in any combination): (i) there has been an increase in Waste Connections' operational costs including, without limitation, an increase to its (a) labor costs; (b) disposal costs; (c) insurance costs; (d) transportation costs resulting from a change in the location of disposal facilities; (e) there has been a change in the composition of Customer's Waste Material or a change in the market price of commodity values associated with recyclable Waste Material; or (f) Customer's Waste Material exceeds an estimated average weight of 45 kgs per cubic yard; (ii) there has been a change in local, provincial or federal laws or regulations or there has been an imposition of taxes, fees or other governmental charges assessed or passed through to Waste Connections (excluding income or real property taxes); or (iii) there has been an increase (over the previous 12 months from each anniversary date of the Agreement) in the Consumer Price Index (excluding gasoline) as published by Statistics Canada. Customer also agrees that Waste Connections may increase the frequency of collection and corresponding charges to ensure compliance with regulations concerning the weight of its vehicles.

Where the circumstances described above do not apply, Waste Connections may also upon written notice to Customer adjust the rates herein and which adjustment shall be effective on the date specified in the notice. Notice from Waste Connections may be either on an invoice or by separate notification given on or before the effective date of the adjustment. Customer shall have the opportunity to object to such price increase by providing written notice of such objection via certified mail to the Waste Connections location noted on the first page of this Agreement. However, if Customer does not so object to such increase within fifteen (15) days after the effective date of the adjustment, this Agreement shall be deemed to be amended to reflect the increased rate. If Customer gives written notice of objection as provided above, this Agreement shall continue at the previous charges or rates, but Waste Connections may at any time thereafter terminate this Agreement by giving Customer thirty (30) days prior written notice.

ARTICLE VII RELOCATION OF BUSINESS

In the event Customer relocates its business to another area serviced by Waste Connections, Customer shall notify Waste Connections and such relocation shall not affect the validity of this Agreement, as long as Waste Connections agrees to continue providing Waste Services to Customer.

ARTICLE VIII CHANGES

The type, size and amount of Equipment, location of where Waste Services are to be provided, the frequency of the Waste Services, and corresponding rates may be changed by the parties (other than as described herein), either in writing or by the conduct of the parties, without affecting the validity of this Agreement. Furthermore, the parties understand and agree that where they enter into a new written agreement which results in a change to the existing set of Waste Services, the terms and conditions of such other new written agreement shall prevail over any other agreement between the parties including, but not limited to, the term (length) of the Agreement.

ARTICLE IX DAMAGE TO PAVEMENT

Customer warrants that any right of way provided by Customer for Waste Connections to its Equipment location to the most convenient public way, is sufficient to bear the weight of all of the Equipment and vehicles reasonably required to perform the Waste Services. Furthermore, Waste Connections shall not be responsible for damage to any private pavement or accompanying sub-surface on any route reasonably necessary to perform the Waste Services and Customer assumes all liabilities for damage to such pavement or sub-surface.

ARTICLE X INDEMNITY

Customer agrees to indemnify, defend and hold Waste Connections harmless from and against any and all claims, losses, damages, causes of action (including reasonable attorney fees) which Waste Connections may be responsible for or pay out as a result of bodily injury (including death), property damage, or any violation or alleged violation of law arising out of or resulting from (i) Customer's breach of this Agreement or (ii) by any action or omission of Customer or its employees, agents or contractors.

ARTICLE XI FAILURE TO PERFORM BY CUSTOMER

Customer will be considered in breach of this Agreement if it: (1) fails to pay service fees as set forth in this Agreement; (2) attempts to terminate this Agreement without prior written consent as set forth in this Agreement; and/or (3) fails to comply with any of its obligations set forth in the Agreement. In the event Customer terminates this Agreement, other than as provided herein, Customer agrees to pay Waste Connections (in addition to all amounts due for the Waste Services rendered to the date of termination) liquidated damages, which shall be calculated as follows: (i) if the remaining Term under this Agreement is nine (9) or more months and Customer has been receiving Waste Services for at least nine (9) months, the average of Customer's most recent nine (9) months of issued invoices (inclusive of applicable taxes, surcharges and Equipment rental fees to the extent applicable) multiplied by nine (9); OR (ii) if the remaining Term under this Agreement is less than nine (9) months, the average of Customer's most recent nine (9) months of issued invoices (inclusive of applicable taxes, surcharges and Equipment rental fees to the extent applicable) multiplied by the number of months remaining in the Term; OR (iii) if Customer terminates this Agreement less than nine (9) months into its current Term, then the average of the total issued invoices (inclusive of applicable taxes, surcharges and Equipment rental fees) multiplied by nine (9); OR (iv) if Customer's Term has not commenced, the anticipated monthly rate as noted on the first page multiplied by nine (9); OR (v) if Customer suspended the Waste Services or reduced the frequency of the Waste Services by 50% or greater during the most recent nine (9) month period, then Waste Connections may calculate liquidated damages using the average of Customer's nine (9) monthly billings prior to the suspension or reduction in Waste Services, instead of Customer's most recent nine (9) monthly billings (collectively, "Liquidated Damages").

Customer acknowledges that the foregoing Liquidated Damages are reasonable in light of the anticipated loss to Waste Connections caused by the termination and are not imposed as a penalty. In the event Customer fails to pay Waste Connections all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Waste Connections refers such matter to a lawyer, Customer agrees to pay, in addition to the amount due, Waste Connections' reasonable legal fees and disbursements. Customer acknowledges that this failure to perform provision will apply in the event of a sale of Customer's business if the new owner does not, with the consent of Waste Connections, assume Customer's obligations hereunder for the balance of the Term. Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of any given Term requires an unscheduled collection of the Equipment, which may take up to thirty (30) days to complete after Waste Connections receives from Customer a written request to terminate this Agreement and all payments owing to Waste Connections under this Agreement.

ARTICLE XII FAILURE TO PERFORM BY WASTE CONNECTIONS

Customer shall provide Waste Connections with written notice of any problem which it believes constitutes a failure by Waste Connections to fully perform its obligations under this Agreement. Waste Connections will be considered in breach of this Agreement if it does not cure such problem in ten (10) business days after receiving such notice. Where Waste Connections determines, in its reasonable judgment, that the problem does not constitute a failure by Waste Connections to perform its obligations, or where such problem is beyond Waste Connections' reasonable control, Waste Connections shall not be obligated to cure such problem and this Agreement shall remain in full force.

ARTICLE XIII LIMITATION OF LIABILITY

Waste Connections shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with the performance or non-performance of this Agreement. Furthermore and except where Waste Connections has acted with negligence or willful misconduct, Waste Connections' total aggregate liability with respect to any claim made under this Agreement shall in no event exceed the total amount of fees paid by Customer to Waste Connections in the twelve (12) months preceding such claim.

ARTICLE XIV FORCE MAJEURE

Neither party hereto shall be liable (except for payment obligations) for its failure to perform or a delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strike, riots, fires, inability to access Equipment, pandemic/epidemic, and Acts of God.

ARTICLE XV COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall together be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery, such signature shall create a valid and binding obligation of the party executing the Agreement with same force and effect as if such facsimile or email signature page were an original thereof.

ARTICLE XVI 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 any prior agreement between the parties hereto, or the breach of such agreement(s), shall be resolved by mandatory binding arbitration before a single arbitrator administered by the ADR Institute in the jurisdiction in which the Waste Services are provided in accordance with its 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; (B) Waste Connections' claims against Customer to collect past due amounts or Liquidated Damages under this Agreement or any prior agreements between the parties; and (C) Waste Connections' pursuit of any claims or relief relating to the provisions in Articles III and/or XI or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto.

The parties hereto agree that any and all Claims, whether in arbitration or otherwise and whether relating to this Agreement 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, each party 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.

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 XVII CUSTOMER MASTER SERVICE AGREEMENTS

If Customer and Waste Connections or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Services, 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 reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

ARTICLE XVIII GENERAL PROVISIONS

Subject to Article XVII: (1) this Agreement represents the entire understanding and agreement between the parties and supersedes all prior agreements (if any), whether written or oral, between the parties for Customer's service location on the front of this Agreement; (2) if any conflicts exist in this Agreement between the terms which are printed and those which are handwritten, the handwritten language shall govern provided however that both parties have initialed any such change; and (3) in the event of any conflict between this Agreement and any other agreement for the same Waste Services, including any purchase order, the terms of this Agreement shall prevail notwithstanding any provision in the other agreement which may specify otherwise. Waste Connections' failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. The indemnification and Liquidated Damages provisions contained herein shall survive the termination of this Agreement. Customer may not assign this Agreement, in whole or in part, without the written consent of Waste Connections. At the request of Customer, Waste Connections shall add Customer as an additional insured under its applicable policies of insurance, but subject to limits of coverage reasonably determined by Waste Connections. This Agreement is a contract legally binding on Waste Connections and Customer and their respective heirs, agents, successors and assigns, in accordance with the terms and conditions set out herein. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Waste Services are to be provided. Without the prior written consent of Waste Connections, which may be withheld in Waste Connections' sole and absolute discretion, Customer shall not take any one or more of the following actions: (1) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; or (2) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement. Waste Connections, in its sole and absolute discretion, may agree to participate in a vendor compliance management or billing system of Customer's choosing, provided that Customer pays or refunds Waste Connections for all fees associated with Waste Connections' use of such system. For certainty, if Waste Connections is found to be out of compliance under any such system, such noncompliance shall not constitute a breach by Waste Connections of this Agreement, which shall remain valid, enforceable and binding on the parties hereto.