



## BIO-MEDICAL WASTE SERVICE AGREEMENT

This agreement for Ecosharps Solution services is entered into with \_\_\_\_\_  
(Customer) and Ecosharps Solution on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### SERVICE NAME AND ADDRESS

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

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SERVICE DESCRIPTION

<b>Waste Stream Generated:</b>	<input type="checkbox"/> SHARPS	<input type="checkbox"/> PHARMA	<input type="checkbox"/> PATH	<input type="checkbox"/> CHEMO
<b>Service Frequency:</b>	<input type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> ON-CALL	<input type="checkbox"/> PREPAID
<b>Monthly Service Fee:</b>	\$ _____			

### PAYMENT METHOD

☐ ACH (Automatic Check/Debit)

☐ Credit Card: \_\_\_\_\_ Visa \_\_\_\_\_ MC \_\_\_\_\_ AMEX

**Name as it appears on card:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Expiration:** \_\_\_\_\_

**CVV:** \_\_\_\_\_

For ACH:

<b>BANK NAME:</b>	_____
<b>ROUTING# (9-digits)</b>	_____
<b>Account Number:</b>	_____

By signing below, I acknowledge that I am Customer's authorized officer and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on the second page thereof and comply with Ecosharps Solution' Waste Disposal Protocol, both of which are integral part of this Agreement.

Customer:   x   Please Print: \_\_\_\_\_ Date: \_\_\_\_\_  
EcoSharps:   x   Please Print: \_\_\_\_\_ Date: \_\_\_\_\_

# ecosharps solution

## TERMS AND CONDITIONS

**1. Regulated Medical Waste Services** (a) Ecosharps Solution shall collect, transport, treat and dispose of all Regulated Medical Waste (except Nonconforming Waste) generated by Customer during the term of this Agreement. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Ecosharps Solution at the time it is loaded onto Ecosharps Solution's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (c) Ecosharps Solution employees may refuse containers that are determined to be Non-Conforming Waste as identified in the Waste Disposal Protocol (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations. (d) Customer represents and warrants that i) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, ii) the waste strictly conforms to Ecosharps Solution's WAP and their local laws and regulations concerning Regulated Medical Waste and iii) they have reviewed the attached WAP and its complete definitions and requirements. (e) Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. (f) All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. (g) Further definitions are included under the current WAP, which is attached and made a part of this Agreement and specifically incorporated herein. Ecosharps Solution reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Ecosharps Solution's WAP may also be obtained from your local Ecosharps Solution representative.

**2. Term and Pricing** Subject to the provisions below, the term ("Term") of this Agreement shall be Twelve (12) months from the Effective Date.

(a) This Agreement shall continue on a month-to-month basis following the expiration of its initial term, and may be renewed by a renewal notice received from the customer at any time before or after the expiration of the initial term. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Ecosharps Solution reserves the right to adjust the contract price not more than five (5) percent annually on or after the initial twelve (12) months of the Agreement to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, residue disposal, or to otherwise address cost escalation. (c) In the event Customer terminates this Agreement prior to expiration of the term hereof (or any "Extension Term") or fails to perform any of its obligations under this Agreement, Ecosharps Solution shall have, without limitation, all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Ecosharps Solution's liquidated damages and not a penalty) equal to fifty percent of the Customer's average monthly charge multiplied by the number of months (including any partial months), remaining until the expiration date of the then current term hereof. (d) Ecosharps Solution shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days' notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Ecosharps Solution's sole discretion, to continue performing this Agreement.

**3. Billing** Ecosharps Solution shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer shall bear any costs that Ecosharps Solution may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Ecosharps Solution shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In addition to Ecosharps Solution's charges for services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Ecosharps Solution's net income). Ecosharps Solution shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Ecosharps Solution in a timely manner. Additional charges related to energy, fuel and environmental compliance may apply and shall be included within Customer's invoice and payable to Ecosharps Solution. In the event that Ecosharps Solution attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Ecosharps Solution, either (a) there is no Regulated Medical Waste for Ecosharps Solution to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed Ecosharps Solution shall have the right to charge a No Waste Fee.

**4. Liability for Equipment** Customer shall have the care, custody and control of containers and other equipment owned by Ecosharps Solution and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Ecosharps Solution. Customer agrees to defend, indemnify and hold harmless Ecosharps Solution from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

**5. Indemnification** (a) Ecosharps Solution shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Ecosharps Solution in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Ecosharps Solution from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Ecosharps Solution. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Ecosharps Solution's reasonable attorney's fees incurred for any successful defense by Ecosharps Solution of a suit for indemnification brought against Ecosharps Solution by Customer. (b) Ecosharps Solution will indemnify and hold harmless any Customer who subscribes to a Preferred Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Ecosharps Solution's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Program (whether expressed verbally by employees or agents of Ecosharps Solution or as set forth in any written or electronic materials) and (2) Customer notifying Ecosharps Solution as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Ecosharps Solution to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Ecosharps Solution's satisfaction shall absolve Ecosharps Solution of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Level Program.

**6. Compliance Materials.** To the extent that Ecosharps Solution provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, noncommercial use. Ecosharps Solution may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer agrees to return all Compliance Materials to Ecosharps Solution at Customer's expense at the expiration or termination of this Agreement.

**7. Compliance with Laws** Ecosharps Solution hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Ecosharps Solution has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Ecosharps Solution has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Ecosharps Solution's recommendation. Customer hereby agrees to indemnify and hold Ecosharps Solution harmless for any decisions around service frequency by Customer that do not comply with state regulations. Ecosharps Solution and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

**8. Exclusivity** Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.

**9. Excuse of Performance** Ecosharps Solution shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

**10. Independent Contractor** Ecosharps Solution's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Ecosharps Solution as an employee, agent or partner of or a joint venture with Customer.

**11. Amendment and Waiver** Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

**12. Savings Clause** In case 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 provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Ecosharps Solution hereunder, in which event, at Ecosharps Solution's option, this Agreement may be terminated.

**13. Entire Agreement** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Ecosharps Solution, which consent of Ecosharps Solution may not unreasonably withhold.

**14. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

**15. Notices** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.

**16. Originals** A copy or facsimile of this Agreement shall be as effective as an original.

**17. Purchase Orders** Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in the Ecosharps Solution Service Agreement are deemed to be material alterations and are objected to by Ecosharps Solution without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Ecosharps Solution unless expressly accepted in writing. If Customer's standard purchase order form is provided to Ecosharps Solution in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Ecosharps Solution. Written acceptance or rejection by Ecosharps Solution of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

**18. Waste Brokers** Ecosharps Solution reserves the right to deal solely with the Customer and not with any third party agents of the customer for all purposes relating to this Agreement. Customer represents and warrants to Ecosharps Solution that it is the medical waste generator and is acting for its own account and not through a broker or agent. Ecosharps Solution shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

Customer Initials: \_\_\_\_\_

## ECOSHARPS SOLUTION WASTE DISPOSAL PROTOCOL

Ecosharps Solution policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Ecosharps Solution nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information.

### REGULATED MEDICAL WASTE

Ecosharps Solution accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this excludes RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Ecosharps Solution cannot accept bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Ecosharps Solution cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed

under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

**WASTE SEGREGATION AND PACKAGING** The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

**MANAGEMENT OF NON-CONFORMING WASTE.** As required by regulation and company policy, Ecosharps Solution employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any non-conforming waste identified in route to or at a Ecosharps Solution location may be returned to the generator for proper packaging or disposal. Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

### ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during

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transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.

- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

## **RMW NOT ACCEPTED BY ECOSHARPS SOLUTION**

- Untreated Category A Infectious Substances
- RCRA Hazardous Pharmaceutical Waste and all DEA controlled drugs, including controlled substances\*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer
- Hazardous Waste - Drums or other containers with a hazard warning symbol, batteries and other heavy metals
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules.

**ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION:**

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances\*
- **California Only** - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

***\*Consult Ecosharps Solution Representative for specific requirements***

Customer Initials: \_\_\_\_\_