

# SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT

This Waste Removal Contract (the "Agreement") is entered into by and between....

Hauler Name ("Hauler"): Waste Management of Texas, Inc.

**And**

Client/Prop Name ("Client"): Winn Residential

Address: 1901 Afton St 1901 Afton St

Address: Add 1 Add 2

City, State Zip: Akron, AL 35441

City, St Zip: California, California 12333

Service Address ("Service Location")

Billing Address

Address: Hyderabad 20000 India

Address: 400 W Ventura Blvd. Suite 200

City, State Zip: Albertville, TNG 35950

City, State Zip: Camarillo, CA 93010

Effective Date: 06/20/2021

Phone: 805-482-5895

# of Months: Term - Effective

Contact: Refuse Specialists

End Date: 06/25/2021

Contact Email: HaulerInquiry@rs-llc.com

Please read the following under the following headings and sign the Agreement.

- 1) Equipment and Services
- 2) Other Terms (List of Exempted Items)
- 3) Terms & Conditions
- 4) Scope of Work

Hauler Agreement

Hauler Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Client Agreement

Client Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Equipment and Services:**

Hauler's Description	Billing Type	Quantity	Frequency	On	(\$)/Item	Total(\$)	Other Terms (List of Exempted Items)
							<ul style="list-style-type: none"><li>• Extra pick up rates (per pick up): 2 yd. = \$25.00 , 4 yd. = \$35.00 , 6 yd. = \$45.00 , 8 yd. = \$55.00</li><li>• No Late Fees or Finance Charges within 45 days</li></ul>

Annual price increases are a maximum of 12.00000% on anniversary date of this agreement

Payment Terms: The undersigned individual signing this Agreement on behalf of Client 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 Client. **TERMS: Net 45 Days**

## ***Terms and Conditions:***

1. Working under the direction of Hauler shall be employees and/or Independent Contractors of Hauler and not of Client or Service Location, and Hauler shall be solely liable to such employees and/or Independent Contractors for their wages and if applicable benefits. Both Parties agree that all labor and items used in the performance of the Services will at all times herein be in accordance with all applicable laws, ordinances, rules, regulations and codes. Hauler will perform the Services at such times as are set forth in the Scope of Work and in such a manner so as to minimize any interference, annoyance or disruption to the operation of the Client, residents of the Service Location and Client's employees, agents, subcontractors, and suppliers. Hauler shall take all necessary steps to secure the Equipment and materials used in connection with the Services.

2. Scope of Work: defined in Scope of Work section

3. Rates: The rates will remain fixed for the term of the agreement, except that they may be increased once per year (on the anniversary date of this agreement) up to 12.00000% above the previous year's rate. No other rate increases are permitted unless approved in advance, in writing, by Refuse Specialists. If applicable; the rate for compactor rental will remain fixed at all times during this Agreement. In the event that the landfill imposes a change in its rates, no more than 30% of such rate increases or decreases will be reflected in the monthly charges provided for under this Agreement and only upon hauler providing appropriate documentation for the landfill evidencing such change.

4. Service Levels: No changes to the service level are permitted unless approved in writing, in advance, by Refuse Specialists. Any change in charges resulting from increases or decreases in the service level, or from extra yards, will be calculated by using the per cubic yard rate then in effect, as described above. No deviation from the above rates, or additional charges of any type (e.g. rental, blocked container or relocation fees), is permitted unless approved in advance, in writing, by Refuse Specialists. Refuse Specialists will not approve any price increases including but not limited to the items listed in the "Other Items" section in page one of this agreement. Refuse Specialists will not approve any minimum charges for compactors or roll offs (if applicable). Client is not obligated to pay any unapproved charges and/or rate increases. If Client inadvertently pays an unapproved rate increase or charge, such payment shall not constitute approval and the overpayment will be credited to Client immediately upon written notification to Hauler.

5. Termination: In event of termination, Client will provide Hauler with a written Termination Notice, which will include the date on which Hauler is required to remove the Equipment from the Service Location. Hauler will, on the termination date, remove all Equipment from the applicable Service Location. Any Equipment not removed from the Service Location within ten (10) days after the termination date set forth in Client's Termination Notice will be deemed to have been abandoned by the Hauler and will be removed at Hauler's Expense.

6. Cure: Hauler has 48 hours to cure any reasonable complaint of unacceptable service. Failure to cure reasonable complaint of unacceptable service is an automatic termination of this Agreement.

7. Risk of Loss and Insurance: At all times during the term of this Agreement, Hauler shall maintain, at Hauler's expense, the following:

- i. Workers' Compensation and Employer's Liability insurance
- ii. Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate
- iii. Business Automobile Liability insurance, including bodily injury and property damage coverage, with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident

8. Indemnification: Hauler will indemnify, defend and hold harmless Refuse Specialist, LLC., and Client, the owners of the Service Location, their respective related and affiliated entities and each of their respective members, principals, beneficiaries, partners, officers, trustees, directors, employees, (collectively the "Client Related Parties") against and from all causes of action, whether in tort or contract and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by, or asserted against Client or any of the Related Parties arising, directly or indirectly, out of or in connection with the acts or omissions of Hauler or any of its agents, servants, contractors, employees, licensees or invitees.

9. No Waiver: One or more waivers of any covenant or condition by Client or Hauler shall not be construed as a waiver of a subsequent breach of the same covenant or condition.

10. Damages: All Parties shall have the right to all legal and equitable remedies.

11. Notices: All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered personally, by certified mail, or Electronic Mail ("E-Mail"). All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally.

12. Assignment: Upon the sale, transfer of the location where Hauler's services are performed, Client may, (i) terminate this Agreement upon written notice to Hauler, as it relates to such

Service Locations, or (ii) assign this Agreement, as it relates to such Service Locations, to the subsequent owner or transferee of the Service Location, or business owner contained thereon with the consent of Hauler. Neither this Agreement, nor any of Hauler's obligations under this Agreement shall be assignable by Hauler without the prior written consent of Client.

13. Attorney Fees: If either party hereto commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and receive from the losing party reasonable attorneys' fees and costs of suit.

14. Severability: If any part of this Agreement is found to be invalid or unenforceable, then that part of the Agreement will not affect the validity or enforceability of the remainder of this Agreement in any way.

15. Relationship: Hauler and Client, other than being legally bound to each other by this Agreement, have no other legal relationship with each other and each Party acknowledges and agrees that it shall not be construed as an agent, joint venture or partner of any of the other.

16. Entire Agreement: This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in a written document signed by Hauler and the Client.

Hauler Initials

Client Initials

## Scope of Work:

### 1. Waste Removal Scope of Work:

i. Hauler shall, pursuant to the terms of this Agreement and this Scope of Work, collect, transport, dispose of and, at Hauler's option, recycle, Waste Material (as defined below), at each Service Location. The Waste Material to be collected, transported, disposed of or recycled pursuant to this Agreement is all solid waste (including recyclable materials) generated by each Service Locations at which Hauler provides Services hereunder including municipal solid waste, construction waste and bulk waste (collectively, the "Waste Material"). Waste Material specifically excludes radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biomedical, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Hauler will provide all necessary approvals, permits, material, Equipment (defined below) and labor to properly perform the Services described in the Agreement and this Schedule 1. If so required, Hauler shall provide a valid license to perform Services in any municipality where Services are contracted.

### 2. Description of Services:

i. All Waste Material collection at each Service Location shall be performed between 7 a.m. and 6 p.m. Hauler may deviate from this schedule only by permission person authorized by the Client ("Authorized Representative"). These deviations shall be requested in writing and if approved, signed and dated by the Authorized Representative.

ii. Hauler shall keep all Equipment in good repair. For any containers that are replaced, replacements shall be new, or newly refurbished with "ease of use" access through container doors and/or lids. Each new container shall also include Hauler's logo and business phone number.

iii. Hauler's employees shall be fully clothed in a professional manner. Such employees shall not play loud music, etc. that are disturbing to residents and shall use only approved restroom facilities. Such employees shall not consume alcoholic beverages or engage in illegal drug use before or during the business day.

iv. Consent or approval required by any party hereto, as set forth in the Agreement or this Schedule I shall not be unreasonably withheld or delayed.

#### v. Equipment:

a) "Equipment" is defined as the containers used to collect, transport, dispose of, and recycle collected Waste Material.

b) Unless otherwise set forth herein, all Equipment furnished by Hauler shall remain the property of Hauler. Client shall not modify the Equipment or use it for any purpose other than the purposes set forth herein.

c) Client shall grant unobstructed access to the Equipment on the scheduled day of collections. Except as may be required on a temporary basis for Client's normal business operations, Client will not move or alter the Equipment and will take reasonable precautions to prevent overloading the Equipment by weight or volume. Client will reimburse Hauler for any damage to Equipment caused directly by

Client or its agents or employees. Client is not responsible for payment of any containers that may be set on fire, damaged or destroyed by unrelated parties.

d) Hauler will not be responsible to Client for damages to parking lots and other driving surfaces (with the exception of curbs and sidewalks) resulting from the weight of Hauler's vehicles or the Equipment.

e) All containers that are damaged or deteriorating must be changed out within five (5) days. Any container must be replaced at the Hauler's expense in the event the container was not damaged or destroyed at the fault of the Client.

f) Service Location containers must be inside corral at all times (if applicable).

g) Steam cleaning of containers is done once a year at no cost to the Client.

Additional requests for steam cleaning are done at a cost of \$25.00 per container charged to the Client.

#### vi. Service.

a) If the Equipment is inaccessible, such that the regularly scheduled collection cannot be made, Hauler will promptly notify the Client's office and afford a reasonable opportunity for the Client to provide access.

b) Hauler shall remove Waste Material from the Service location based on each Service location's need as determined by Client.

c) Trash that may fall from a container or truck in the process of being removed from the Service location shall be picked up by Hauler.

d) For roll-off/compactor service, Hauler agrees to pick-up the container within four (4) hours of initial call.

#### vii. Extra Collections.

a) Hauler shall provide extra collections of bulk and/or construction debris as needed when requested by Client or Refuse Specialists, LLC. Hauler must leave a receipt for the extra collection that indicates the amount of excess Waste Materials collected, the charges associated with such extra collection, and the date of the extra collection. Client will only pay for extra pick-ups called in by an authorized employee of Client or Refuse Specialists, LLC.

b) The charges assessed by Hauler for such extra collections, shall be charged per the terms of this Agreement.

c) Where applicable, "roll off" (either permanent or temporary) containers may be loaded with bulk and construction debris. Client agrees to notify Hauler of the volume and type of bulk and construction debris being disposed of and to follow loading instructions provided to Client by Hauler.

d) Hauler shall position all containers for additional collections so that they do not block any driveways, streets, parking places or walkways, unless otherwise directed by Client site personnel. All such containers for disposal of bulk and construction debris shall be placed within any containment fencing that may be provided.

e) If applicable, additional fees and/or services agreed by both parties after the completion of this agreement will become part of this agreement and fall under the same set of rules and regulations as agreed upon in this agreement.

Hauler Initials

Client Initials