**CONIFER SERVICE CONTRACT**

THIS SERVICE CONTRACT (“Contract”) made <ContractBeginDate> between <PropertyName> (“Owner”), C/O Conifer Realty, LLC 1000 University, Suite 500 Rochester, NY 14607 and <HaulerLocal> (“Service Provider”). WITNESSETH, that the Service Provider and the Owner, in consideration of the mutual covenants, considerations and agreement herein contained, covenant and agree as follows:

1. **Contract Documents**: The “Contract Documents” consist of this Contract, and the following documents: (insert items such as plans, specs, landscape plan, snow removal plan or proposals)

In the event of any conflict between this Contract and the Contract Documents, this Contract shall control.

1. **The Work:** Service Provider agrees to furnish and pay for all labor and materials necessary to complete all work and services required by or specified in the Contract Documents, including all services and work not specifically described, but reasonably inferable from the Contract Documents (the “Work”). Items to be included in the Work shall consist of those items listed in the Scope of Work attached hereto as Exhibit A.
2. **The Site:** The Work is to be performed at <PropertyAddress>, <PropertyCityStateZipCode> (the “Site”).
3. **Term of Contract:** This Contract shall become effective as of <ContractBeginDate> (“Effective Date”) and shall continue in full force andeffect until <ContractEndDate> (“Termination Date”) unless terminated at an earlier date as provided herein. The Contract shall not automatically be renewed.
4. **Contract and Payments:** Owner shall pay Service Provider a fee of $ See Exhibit A (“Contract Price”) as full and complete payment for all of the Work contemplated in accordance with the following payment schedule:
5. Any payment due hereunder for work completed shall be paid by Owner to Service Provider within **30** days after Owner’s receipt of Service Provider’s request for payment, provided Service Provider has complied with all the terms of this Contract and provided Owner receives all supporting documentation by the **25th** of the month.

**OR**

1. Owner shall pay to Service Provider, in arrears, a monthly fee of $ See Exhibit A on the first day of the month beginning with the first day if the second month following the Effective Date until the first day of the month following the Termination Date.
2. The Contract Price includes all labor and materials to complete the work, Federal, state and local taxes, including sales and use taxes now or hereafter in effect, all tests, inspections, permits, equipment, transportation, bonding, guarantees, insurance, wages and price increases.
3. **Guarantee and Quality of Work:** Service Provider warrants to the Owner that all services, work, materials and equipment furnished under this Contract shall be new and of good quality and that the Work will be free from defects in materials or workmanship, and that the Work will strictly conform to the requirements of the Contract Documents and all applicable laws, regulation, rules and ordinances. If the Contract Documents conflict with any governmental ordinance, rule, law or regulation Service Provider shall cause the Work to be performed so as to comply with such governmental ordinance, rule, law or regulation at no additional cost to Owner. If the Contract Documents require stricter standards than any governmental ordinance, rule, law or regulation requires, Service Provider shall comply with the Contract Documents. No substitutions shall be made except in strict compliance with the Contract Documents and only after receipt of all required approvals. If, within one year after final completion of the Work, or within such longer time established by the Contract Documents, defects should appear in materials or workmanship, Service Provider shall promptly repair or replace such defective Work upon written notice by Owner and at Service Provider’s cost and expense. The terms of this guarantee shall not be construed to limit any other remedies available to Owner under specific warranties, the Contract Documents, common law or equity for defective Work performed by Service Provider.
4. Service Provider warrants that it has fully inspected and surveyed the Site and the Contract Documents prior to execution of this Contract, and that the Contract Price includes all sums necessary to perform the Work under the conditions indicated by the inspection of the Site and the Contract Documents.
5. **Permits, Laws Ordinances and Fees:** Service Provider shall, at its own cost and expense, obtain all necessary licenses, permits and approvals, schedule all inspections and give all notices required by governmental authorities and public utilities having jurisdiction, and otherwise comply with all applicable laws, ordinances, rules and regulations. Service Provider shall give notice to Owner of any conflicts between the Contract Documents and any laws, ordinances, rules or regulations applicable to the Work.
6. **Insurance:** Service Provider shall, obtain, pay for and keep in force at all times during the performance of work, the insurance coverage set forth in Exhibit B, attached hereto. Prior to commencement of the Work, Service Provider shall provide to Owner certificates evidencing that all such insurance specified herein is in force. If Service Provider fails to furnish any insurance certificates, Owner may, in addition to any other remedies which Owner may have at law or in equity, purchase the required insurance and deduct the cost thereof (together with reasonable charges for obtaining said insurance) from any sums due, or to become due, to Service Provider.
7. **Declaration of Trust/Indemnification:** Owner, its employees, officers and agents shall not be personally liable under this Contract, and Service Provider hereby agrees to look solely to Owner’s property, real, personal or otherwise, tangible or intangible, for payment of any claim hereunder.
8. **Indemnification**: Service Provider shall defend, indemnify and hold harmless Owner from and against any and all claims, liabilities, suits, judgments, losses, damages, demands and expenses including, without limitation, attorneys’ fees arising or alleged to arise from personal injuries, including death, or damage to property of any kind by whomsoever owned, including the loss of use thereof, resulting from, arising out of or caused by, or claimed to have been caused in connection with the Work, whether or not any action or omission of Owner contributed thereto, including, without limitation, all liability imposed by virtue of any law designed to protect persons employed at the work site, except that nothing herein shall obligate Service Provider to indemnify Owner against its own negligence.
9. **Service Providers Materials**: All materials kept on the Site by Service Provider, including tools, machinery, equipment and supplies, shall be the sole responsibility of Service Provider, and Service Provider hereby waives all right and claims against Owner for any loss or damage to such materials.
10. **Business of Others and Cleaning Up**: Service Provider shall schedule the Work, subject to the approval of Owner, and shall at all times conduct its operation in such a manner as to cause minimal interference with tenants. Service Provider shall take all necessary measures to protect persons and property of others from injury, loss or damage, including damage from dust, debris and the elements, resulting from the Work. During the course of the Work, Service Provider shall dispose of accumulated rubbish and waste material and, at the completion of the Work, Service Provider shall clear the Site of all debris, dirt and surplus materials, tools and equipment and leave the Site in “broom clean” condition.
11. **Environmental Compliance:** Service Provider, its employees, agents, subcontractors, materialmen and suppliers shall not bring onto the site or release and shall not use, cause or permit the Site or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substances. Service Provider, its employees, agents, subcontractors, materialmen and suppliers shall comply with all applicable Environmental Laws. Service Provider shall indemnify and hold Owner harmless against any and all claims, expenses, demands, losses, costs, fines or liabilities of whatever kind or nature (including, without limitation, arising from personal injury, death, property damage or loss of use) in any way relating to or arising out of Service Provider’s violation of this section. For purposes of this section, the following terms shall have the following meanings: “Hazardous Substance” means, without limitation, any explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, lead-based paint, petroleum or petroleum-based products, methane, hydrocarbons or like substances and their additives or constituents, hazardous materials, hazardous waste, hazardous or toxic substances or related materials, including without limitation, substances now or hereafter defined as “hazardous substances”, hazardous materials”, toxic substances” or hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 6901, et seq.), the Hazardous Materials Transportation Act, as amended (40 U.S.C. 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 et seq.), the Clean Air Act (42 U.S.C. 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C., et seq.), the Rivers and Harbors Appropriations Act (33 U.S.C. 401-403), Articles 15 and 17 of the New York State Environmental Conservation Law, and in the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented. “Environmental Laws” means all federal, state and local laws, statutes, ordinances, codes, common law, rules, regulation, order or policies presently in effect or hereafter enacted, promulgated or implemented governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances.
12. **Liens**: No laborers’, materialmen’s or mechanic’s liens shall be filed against the Site arising from or related to the Work. If any mechanic’s liens or notices of liens are filed by any subcontractors or suppliers, Service Provider shall, within 15 days of receiving notice of such lien, satisfy and remove such liens from Owner’s property and hold Owner harmless from any and all cost incurred as a result of such filing, including reasonable attorney’s fees.
13. **Owner’s Right to Perform Work**: In the event Service Provider fails to comply with any of the terms of the Contract Documents concerning the Work, or the correction of defective Work, the Owner, may, upon 3 calendar days written notice to Service Provider, and without voiding any other provisions of the Contract Documents or affecting any other remedies of Owner, take reasonable steps to cure the Service Provider’s failure to perform the Work, or correct defective Work. The cost to Owner of such corrective measures will be deducted from any amounts otherwise due and owing Service Provider under Contract Documents, including any overhead incurred by Owner.
14. **Termination of Work**: Owner may terminate the Contract for convenience at any time upon written notice to Service Provider. In the event of a termination for convenience, Service Provider shall take immediate steps to terminate the Work as quickly and effectively as possible and shall terminate all commitments to third parties unless otherwise instructed by Owner. Owner shall pay the Service Provider for all Work performed to the date of termination, including reasonable overhead and profit for that portion of the Work, and Owner shall have no further liability to Service Provider for such termination. Owner may terminate the Contract for cause if Service Provider breaches any material provision of the Contract Documents. Owner shall give Service Provider 3 days written notice of its intent to terminate the Contract, and, if Service Provider fails to cure the default within that period, the termination shall take place without further notice. In the event of a termination for cause, Service Provider shall not be entitled to further payment until Work is completed by others. If the cost of completing the Work, combined with previous payments to Service Provider exceeds the Contract Price, Service Provider shall pay the difference to the Owner. If Owner terminates the Contract for cause, and it is later determined that Owner did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of this Paragraph.
15. **No Modification**: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all prior negotiations, considerations and representations between the parties (whether oral or written) having been incorporated herein. No course of prior or subsequent dealings between the parties or their officers, employees, agents of affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Contract. This Contract may be modified, or a term thereof waived, only by a writing executed by Owner and Service Provider.
16. **Severability**: If any term or provision of this Contract of the application thereof shall be invalid of unenforceable, the Remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
17. **No Assignment:** The Contract cannot be assigned by Service Provider.
18. **No Liability:** Owner shall have no liability to Service Provider for damages attributable to delay, acceleration, hindrance, interference, disruption, inefficiency, changes in sequencing or similar circumstances irrespective of whether such circumstances were caused solely by the Owner or any other person or party.
19. **Equal Opportunity:** Included herein by reference is the Equal Opportunity clause required under 41 C.F.R. Section 60-1.4 under Executive Order 1126, as that clause is required to be included under the Code of Federal regulations or other rules, regulations and relevant orders of the Secretary of Labor.
20. **Authority:** The individual executing this Contract on behalf of the Service Provider certifies that he/she is authorized to execute this Contract on the Service Provider’s behalf**.**
21. **Notice:** All notices required under this Contract shall be in writing and shall be deemed to be properly served only upon receipt by Owner and Service Provider, at the address set forth above.

IN WITNESS WHEREOF: the parties hereto have caused this Service Contract to be duly executed as of the day and year set forth below.

**Owner: Service Provider:**

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By: By:

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Name: Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title:

**SCOPE OF WORK – EXHIBIT A**

See Attached – Solid Waste Collection and Disposal Services Agreement

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT** | | | | | | | | | | | | | | | | | |
| This Waste Removal Contract (the "Agreement") is entered into by and between…. | | | | | | | | | | | | | | | | | |
| Hauler Name (“Hauler”): | | | | | <HaulerLocal> | | ***And*** | | Client/Prop Name (“Client”): | | | | | <ClientName> | | | |
| Address: | | | | | <HaulerAddress> | | Address: | | | | | | | <ClientAddress> | | | |
| City, State Zip: | | | | | <HaulerCityStateZipCode> | | City, St Zip: | | | | | | | <ClientCityStateZipCode> | | | |
| Service Address (“Service Location”) | | | | | | | Billing Address | | | | | | | | | | |
| Address: | | <PropertyAddress> | | | | | Address: | | | PO BOX 2410-RFS812 | | | | | | | |
| City, State Zip: | | <PropertyCityStateZipCode> | | | | | City, State Zip: | | | Omaha, NE 68103 | | | | | | | |
| Effective Date: | | <ContractBeginDate> | | | | | Phone: | | | 805-482-5895 | | | | | | | |
| # of Months: | | <ContractDuration> | | | | | Contact: | | | Refuse Specialists | | | | | | | |
| End Date: | | <ContractEndDate> | | | | | 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 | | | | | | | | | | |  | | | | | | |
| Annual price increases are a maximum of <APValue>% not more than thirty (30) days prior to and not after the annual anniversary date of this agreement when approved in writing in advance of the anniversary date by Refuse Specialists. | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
| 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: HaulerPaymentTerms>*** | | | | | | | | | | | | | | | |
| Hauler Agreement | | | | | | | | Client Agreement | | | | | | | | | |
| Hauler Signature: | | |  |  | |  | | Client Signature: | | | |  |  | | |  | |
| Print Name: | | |  | | | | | Print Name: | | | |  | | | | | |
| Date: | | |  | | | | | Date: | | | |  | | | | | |
|  | | |  | | | | |  | | | |  | | | | | |
| ***Equipment and Services*** | | | | | | | | | | | | | | | **Other Terms (List of Exempted Items)** | | |
| <List of Service Level Items> | | | | | | | | | | | | | | | <List of Exempted Items> | | |
|  | | | | | | | | | | | | | | | | | |

Hauler Initials

Client Initials

***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 the percentage indicated on page one of this agreement, above the previous year’s rate. No rate increases are permitted (including annual increases) unless approved in advance, in writing, by Refuse Specialists. If applicable; the rate for compactor rental will remain. 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/extra pick-ups, 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, delivery, 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 rolloffs (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:
   1. Workers' Compensation and Employer's Liability insurance
   2. 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
   3. 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. 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:
   1. 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:
   1. 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.
   2. 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.
   3. 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.
   4. 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.
   5. Equipment:
      1. "Equipment" is defined as the containers used to collect, transport, dispose of, and recycle collected Waste Material.
      2. 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.
      3. 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.
      4. 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.
      5. 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.
      6. Service Location containers must be placed inside corral at all times (if applicable).
      7. 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.
   6. Service.
      1. 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.
      2. Hauler shall remove Waste Material from the Service location based on each Service location’s need as determined by Client.
      3. 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.
      4. For roll-off/compactor service, Hauler agrees to pick-up the container within four (4) hours of initial call.
   7. Extra Collections.
      1. 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.
      2. The charges assessed by Hauler for such extra collections, shall be charged per the terms of this Agreement.
      3. 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.
      4. 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. Additionally, all such containers for disposal of bulk and construction debris shall be placed within any containment fencing that may be provided.
      5. 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