

<MM/DD/YYYY>

TO: <HaulerLocal>

Phone #: <HaulerPhone>

RE: Agreement for Waste Disposal Services between <HaulerLocal> ("Hauler") and <PropertyName> (Related Management) ("Client")

This is to inform you that your company has been awarded the following contract for waste disposal services at the location(s) listed below:

<PropertyName>

c/o Related Management

<PropertyAddress>

<PropertyCityStateZipCode>

This service level and rates will be as follows:

<List of Service Level Items>

<List of Exempted Items>

This will be effective on the following date: <ContractBeginDate>

The term is for 48 months

The following terms apply to the waste disposal rates and service level stated above:

1. 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 3% above the previous year's rate. No other rate increases are permitted unless approved in advance, in writing, by Refuse Specialists. When disposal fees change (increase or decrease) <HaulerLocal> will notify Client before adjustments are made on invoices.
2. The rate for compactor rental (if applicable), will remain fixed for the term of the agreement, without increase.
3. 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.
4. No deviation from the above rates, or additional charges of any type (e.g. no lock/key, rental, delivery, blocked container or relocation fees), is permitted unless approved in advance, in writing, by Refuse Specialists. Refuse Specialists will not approve fuel or energy surcharges, finance charges, administrative fees, environmental fees, document fees, overhead costs, late fees, service interrupt fees or trip charges of any sort. <HaulerLocal> will not make additional attempts to empty and/or service blocked containers without prior approval by Client for such work and any appropriate fees. Client is not obligated to pay any unapproved charges and/or rate increases. When disposal fees change (increase or decrease) <HaulerLocal> will notify Client before adjustments are made on invoices. 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.

Please also take note of the attached Client Authorization Statement, which is made part of this agreement by this reference. All billing invoices for this account should be sent to the following address:

<PropertyName> – Related Management

400 West Ventura Blvd., Suite 200

Camarillo, CA 93010

Phone: 805/482-5895

If any of the above information is not correct, call me immediately at 805/482-5895. Please acknowledge your acceptance of these terms by signing where indicated below. Please email a copy within 24 hours to [vendormanagement@refusespecialists.com](mailto:vendormanagement@refusespecialists.com) and mail the original to Refuse Specialists at the above address.

Thank you for your assistance. I am looking forward to working with you to serve our mutual customer.

Accepted by and Date – <HaulerLocal>

Sincerely,

Related Management

By:

(Name of person signing on behalf of client)

|  |
| --- |
|  |

**SOLID WASTE COLLECTION AND**

**DISPOSAL SERVICES AGREEMENT**

**<PropertyName> - RELATED MANAGEMENT**

**Waste Removal Contract**

This Solid Waste Collection and Disposal Services Agreement (the “Hauler Agreement”) is entered into on this 28th day of April, 2014 by and between **Related Management**, a New York limited liability company (“Agent”) for **<PropertyLegalName>** (“owner”) in connection with the property at **<PropertyAddress>, <PropertyCityStateZipCode>** (herein after called **“<PropertyName>**” or “**Property**”) and **<HaulerLocal>** a(n) TX corporation, whose principal address is 8220 W. Highway 80, Midland, TX 79706 hereinafter, called **“<HaulerLocal> ”**). This Agreement shall be effective as of **<ContractBeginDate>** (the “Effective Date”).

1. Location.

Subject to the terms and conditions hereof, **<HaulerLocal>** agrees to perform the services (the “Services”) described in Schedule I attached hereto and incorporated herewith, (“Scope of Work”) for **<PropertyName>, <PropertyAddress>, <PropertyCityStateZipCode>** (herein after called the “Property”).

1. Term of Agreement.

This Agreement shall remain in full force and effect for twelve (12) months, commencing on **<ContractBeginDate>,** and extending through **<ContractEndDate>** ("Term"). The Term will not automatically renew itself, other than on a month-to-month basis, unless **Related Management** and **<HaulerLocal>** agree in writing to an extension of the Term. Rather, the Agreement Term will continue, on a month-to-month basis only, until such time as either party provides the other with thirty (30) days written notice to terminate the Agreement.

1. Charges and Payment.
   1. **Related Management** shall pay **<HaulerLocal>** for the Services provided by **<HaulerLocal>** as outlined in the Scope of Work and in accordance with the schedule of charges indicated in Exhibit A. Service days are dependent on the contracted service as indicated on Exhibit A. Temporary Roll-offs will not be charged any delivery or relocation fees. In no event shall the Rate, be subject to an increase. All fees and charges shall be fixed for the first 1 year. There shall be no line charges for fuel or energy surcharges. any increase in rate, other fees & charges during the years **two & three** shall be submitted prior to the anniversary date of the contract along with proper documentation of said increase and will be implemented only once per year on the anniversary date of this contract. For accounts that are charged as a flat rate, increases shall not exceed **3**%. For accounts that are charged as transportation plus disposal, increases will be limited to **3**% per haul and **3**% for disposal cost. No additional charges will be permitted during the course of the year. If an unscheduled price increase is imposed without written approval by both parties, payment of any such increased invoice does not waive any rights either party possesses under the terms of this Agreement. Increases or decreases in service levels do not require newly signed agreements and must stay at the same $2.26/ yardage rate.
   2. <HaulerLocal> **s**hall on a monthly basis provide an invoice to the Property. **Related Management** shall make payment to **<HaulerLocal>** for the amounts properly due hereunder within thirty (30) days after receipt of such invoice. Each said invoice shall be sufficiently detailed to allow **Related Management** to identify the Services provided and the amounts due for the Property. In the event of non-payment, **<HaulerLocal>** must notify the property and the management company in writing fifteen (15) days prior to the date it is to be put on stop service.
2. Service & Performance.
   1. **<HaulerLocal>** warrants that all Equipment (defined in the Scope of Work) in connection with its performance under this Agreement will be of good quality and suitable for the purpose and that all labor will be performed in a good, competent and workmanlike manner. **<HaulerLocal>** agrees to provide, at all times, a sufficient number of qualified persons to perform the Services required under this Agreement. All persons working under the direction of **<HaulerLocal>** shall be employees of **<HaulerLocal>** and not of **Related Management,** and **<HaulerLocal>** shall be solely liable to such employees for their wages and benefits. **<HaulerLocal>** shall, at **Related Management**’s request, promptly remove from the Property any of **<HaulerLocal>**’s employees who are not acceptable to **Related Management,** as a result of behavior that is disruptive to Property operations, or residents or **Related Management** employee safety, whether such behavior occurs in the course of providing Services or outside of the provision of Services. **<HaulerLocal>** shall conduct its labor employment practices, policies and procedures in compliance with all applicable laws, regulations and ordinances. **<HaulerLocal>** shall comply with EEOC requirements in hiring and employment of its employees.
   2. **<HaulerLocal>** agrees that all labor and items used in the performance of the Services will meet the requirements of all governmental authorities. All Services to be performed by **<HaulerLocal>** shall be performed in a safe, professional and competent manner and in accordance with all applicable laws, ordinances, rules, regulations, codes, requirements and the like. Evidence of such compliance shall be supplied to **Related Management** at its request. **<HaulerLocal>** 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 Property, residents of the Property and **Related Management**’s employees, agents, subcontractors, and suppliers. **<HaulerLocal>** shall take all necessary steps to secure the Equipment and materials used in connection with the Services, to protect said Equipment and to prevent the creation of an attractive nuisance.
   3. **<HaulerLocal>** shall provide at all times competent, adequate and knowledgeable supervision of all Services to be performed at the Property.
   4. **<HaulerLocal>** shall not utilize a subcontractor to provide services under this Agreement. **Related Management** may terminate the lease at the Property if **<HaulerLocal>**  utilizes a subcontractor, by providing **<HaulerLocal>** with a written “Termination Notice” (as defined in Section 5.3 below) which will include the date on which **<HaulerLocal>**  (or its subcontractor) is required to remove the Equipment from the Property. **<HaulerLocal>** will, on the termination date, remove all Equipment from the applicable Property.
3. Termination.
   1. In the event that **<HaulerLocal>** fails to comply with any provisions of this Agreement at any Property, and such failure is not cured within forty-eight (48) hours after receipt of written notice thereof, **Related Management** may terminate this Agreement at such Property upon written notice to **<HaulerLocal>.** **Related Management shall** have sole discretion to determine whether or not such has been cured.
   2. **<HaulerLocal>** shall not be deemed to be in breach as a result of failure to make scheduled collection at any Property on any designated day, unless **<HaulerLocal>** fails to make such missed collection within the next business day. If, **<HaulerLocal>** fails to make three (3) scheduled collections at a Property, and after receipt of written notice thereof, **<HaulerLocal>** shall be considered in breach of this Agreement at said Property as of the day of said third failure, and **Related Management** may immediately terminate this Agreement at such Property upon written notice to **<HaulerLocal>.**
   3. In event of termination, **Related Management** will provide **<HaulerLocal>** with a written Termination Notice, which will include the date on which **<HaulerLocal>** is required to remove the Equipment from the Property. **<HaulerLocal>** will, on the termination date, remove all Equipment from the applicable Property. Any Equipment not removed from the Property within ten (10) days after the termination date set forth in **Related Management**’s Termination Notice, **otherwise <HaulerLocal> will be charged rental fees at $50.00 per day per container for failure to remove their equipment on time.**
   4. If **<HaulerLocal>** terminates this Hauler Agreement during the term of this Hauler Agreement without just cause, or if **<HaulerLocal>** fails or refuses for any reason to perform any Services required of **<HaulerLocal>** under this Hauler Agreement in accordance with the terms of this Hauler Agreement, the parties agree that it would be difficult, if not impossible to determine actual damages to Client. Consequently, the parties agree that in said event, **<HaulerLocal>** shall be required to pay **Related Management,** as and for liquidated damages (and not as a penalty) incurred by Related Management as a result of such wrongful termination or refusal to perform Services, a sum equal to the product of (i) $704.57, times (ii) the number of months remaining in the term of this Hauler Agreement in satisfaction of any actual damages to which Related Management would otherwise be entitled as a result of the occurrence of **<HaulerLocal>’s** wrongful termination or refusal to perform services.
   5. This Agreement may be canceled with 30 days written notice for unacceptable service. However, once the initial complaint has been made, and **<HaulerLocal>** has been contacted by Property, **<HaulerLocal>** has three (3) days to correct the service problem to the satisfaction of **Related Management.** **Related Management** shall have sole discretion for determining whether or not service has become satisfactory.
   6. If any municipality provides waste collection services less expensive than **<HaulerLocal>,** the Property may change to city service and this Hauler Agreement will be terminated with no further obligations owing from either party.
4. Risk of Loss and Insurance.

At all times during the term of this Agreement, **<HaulerLocal>** shall maintain in full force and effect, at **<HaulerLocal>** ‘s expense, the following insurance, with the parties identified on the respective Property Exhibits as well as RRERF [Property Name] LP named as additional insured: (i) Workers' Compensation and Employer's Liability insurance as required by applicable law covering **<HaulerLocal>’s** personnel; (ii) Commercial General Liability insurance (occurrence form), including personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate; and (iii) Umbrella/Excess Liability of not less than Five Million Dollars ($5,000,000) per occurrence; Five Million ($5,000,000) aggregate (iv) Employer’s Liability Insurance in an amount not less than ($1,000,000) (v) 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. Such Business Automobile Liability policy shall include an MCS-90 endorsement covering hazardous waste clean-up expense coverage. (vi) An umbrella Liability policy with at least a $5,000,000 per Occurrence and Aggregate limit. This limit will be in excess of the Primary Commercial General Liability and Business Automobile Liability policy limits. All such policies of insurance shall be in form and with companies satisfactory to **Related Management,** shall require the insurer to give the applicable **Related Management** at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the respective interests of the additional insured shall not be impaired or invalidated by any act or omission of **<HaulerLocal>**  or its principals, employees, contractors or agents (collectively, the "**<HaulerLocal>** Related Parties"). Upon execution of this Agreement, and thereafter from time to time upon request by **Related Management**, **<HaulerLocal>** shall provide **Related Management** with certificates evidencing such insurance.

1. Indemnification.

To the extent permitted by law, the **<HaulerLocal>** will indemnify, defend and hold **Related Management,** the owners of the Property, RRERF [Property Name] LP and their respective related and affiliated entities and each of their respective members, principals, beneficiaries, partners, officers, trustees, directors, employees, mortgagee(s) (if any) and agents, and the respective principals and members of any such agents, (collectively the “**Related Management** Related Parties”) harmless against and from 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 **Related Management** or any of the **Related Management** Related Parties and arising, directly or indirectly, out of or in connection with the acts or omissionsof **<HaulerLocal>**  or any of its agents, servants, contractors, employees, licensees or invitees.

Owner Agent shall indemnify, defend and hold harmless the Republic Services – Midland TX and its subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, lenders, employees, subcontractors and agents from and against claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys’ fees arising under federal, state or local laws, regulations or ordinances, relating to the content of the Waste Materials arising out of the negligent collection of Waste Materials by Owner’s employees, agents, subcontractors or representatives thereof.

The indemnification and other obligations stated in this Section shall survive the termination of this Agreement.

1. Compliance with Laws.

**<HaulerLocal>** will comply with all laws, ordinances, rules and regulations and agrees to obtain all permits pertaining to the performance of the Services at its own expense. **Related Management** will comply with all laws, ordinances, rules and regulations and agrees to obtain all permits pertaining to the physical structure of the Property. This agreement shall be construed and enforced in accordance with the laws of the State of TX**.**

1. Payment of Taxes.

**<HaulerLocal>** will promptly pay at its own expense when due all taxes, assessments, license fees, and other charges assessed as a result of its performance of the Service hereunder.

1. Authority.

The persons executing this Agreement on behalf of both **<HaulerLocal>** and **Related Management** have full and express authority to execute the same on behalf of the parties hereto.

1. No Waiver.

One or more waivers of any covenant or condition by **Related Management** or **<HaulerLocal>** shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver or exercise of any legal right hereunder shall not be construed as a waiver of any other action or right **Related Management** or **<HaulerLocal>** may have pursuant to the terms of this Agreement.

1. Damages.

**<HaulerLocal>** and **Related Management** shall have the right to all legal and equitable remedies and actions including provable consequential damages.

1. Notices.

All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, by facsimile transmission, or by overnight courier (such as Federal Express), addressed to the notice addresses set forth below the signatures lines on this Agreement. All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 13.

1. Assignment.

Upon the sale, transfer, or termination of business operations by **Related Management** at a designated Property location, **Related Management** may, in its sole discretion, (i) remove the Property from this Hauler Agreement upon written notice to **<HaulerLocal>**, or (ii) assign this Hauler Agreement, as it relates to such Property, to the subsequent owner or manager of the Property, or business owner contained there on with the consent of **<HaulerLocal>.** Neither this Hauler Agreement, nor any of **<HaulerLocal>’s** obligations under this Hauler Agreement shall be assignable by **<HaulerLocal>** without the prior written consent of **Related Management.**

1. Severability.

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

1. Counterparts.

This Hauler Agreement may be executed in one or more counterparts, each of which when so executed and delivered, shall be deemed to be an original, but together, shall constitute one and the same instrument.

1. Relationship.

**<HaulerLocal>** acknowledges and agrees that it is an independent contractor. **<HaulerLocal>** shall not be construed as an agent, joint venturer or partner of any of **Related Management,** and shall not have the power to bind or obligate any of **Related Management** in any manner or under any circumstances whatsoever.

1. 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 **<HaulerLocal>** and the **Related Management.**

IN WITNESS THEREOF, the parties hereto have set their hands and seals the date and year written below.

**[Hauler Local Name]: Related Management:**

By: By:

Name Name

Title Title

Date Date

Address for notices: Address for notices:

|  |  |
| --- | --- |
| **<HaulerLocal>** | **<PropertyName>** |
| <HaulerAddress> | c/o **Related Management** |
| <HaulerCityStateZipCode> | <PropertyAddress> |
| Phone: <HaulerPhone> | <PropertyCityStateZipCode> |
| ATTN: | Phone: <PropertyPhone> |
|  | ATTN: |

**Schedule 1**

**WASTE REMOVAL SERVICE**

**SCOPE OF WORK**

**SCOPE OF WORK:**

**<HaulerLocal>**  shall, pursuant to the terms of the Agreement and this Schedule 1, collect, transport, dispose of and, at **<HaulerLocal>**’s option, recycle, Waste Material (as defined below), at each Property. 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 Property at which **<HaulerLocal>** 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”).

**STATEMENT OF WORK:**

**<HaulerLocal>** 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, **<HaulerLocal>** shall provide a valid license to perform Services in any municipality where Services are contracted.

**DESCRIPTION OF SERVICES:**

1. **General Conditions.**
2. All Waste Material collection at each Property shall be performed between 7 a.m. and 6 p.m. **<HaulerLocal>** may deviate from this schedule only by permission of the Property Manager. These deviations shall be requested in writing and if approved, signed by the Property Manager.
3. **<HaulerLocal>** shall keep all Equipment in good repair. For any containers that are replaced, replacements shall be new, or newly painted with “ease of use” access through container doors and/or lids. Each new container shall also include **<HaulerLocal>’s** logo and business phone number.
4. **<HaulerLocal>’s** employees shall be fully clothed in a professional manner. Such employees shall not play radios, tapes, 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 either on or off the Property.
5. 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.

**II. 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 **<HaulerLocal>** shall remain the property of **<HaulerLocal>.** **Related Management** shall not modify the Equipment or use it for any purpose other than the purposes set forth herein.

3. **Related Management** shall grant unobstructed access to the Equipment on the scheduled day of collections. Except as may be required on a temporary basis for **Related Management**’s normal business operations, **Related Management** will not move or alter the Equipment and will take reasonable precautions to prevent overloading the Equipment by weight or volume. **Related Management** will reimburse **<HaulerLocal>** for any damage to Equipment caused directly by **Related Management** or its agents or employees. Property is not responsible for payment of any containers that may be set on fire, damaged or destroyed by unrelated parties.

4. **<HaulerLocal>** will not be responsible to **Related Management** for damages to parking lots and other driving surfaces (with the exception of curbs and sidewalks) resulting from the weight of **<HaulerLocal>**’s vehicles or the Equipment.

5. All containers that are damaged or deteriorating must be changed out within five (5) days.

6. Property’s containers must be placed inside corral at all times (if applicable).

7. Steam cleaning of containers is done once a year at no cost. Additional requests for steam cleaning are done at a cost of $25.00 per container and not to exceed 1x per year.

**III. Service.**

1. If the Equipment is inaccessible, such that the regularly scheduled collection cannot be made, **<HaulerLocal>** will promptly notify the Property office and afford a reasonable opportunity for **Related Management** to provide access.

2. **<HaulerLocal>** shall remove Waste Material from Properties based on each Property’s need as determined by **Related Management**.

3. Trash that may fall from a container or truck in the process of being removed from the Property shall be picked up by **<HaulerLocal>.**

4.

**IV. Trash Compactor Service.**

**V. Extra Collections.**

1. **<HaulerLocal>** shall provide extra collections of bulk and/or construction debris as needed. When these extra collections are required, an authorized agent, see Exhibit B, will contact the local **<HaulerLocal>** business office to arrange for additional containers and container collection. **<HaulerLocal>** 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. Under no circumstances will **Related Management** pay for extra pick-ups called in by any person not on the provided list.

2. Typical bulk and/or construction debris generated by **Related Management** which will result in such extra collections include, but are not be limited to, chairs, tables, white goods, desks, roofing materials, wood siding, aluminum siding, vinyl siding, drywall, counter tops, etc.

3. The charges assessed by **<HaulerLocal>** for such extra collections, shall be charged per the terms of this Agreement.

4. Where applicable, “roll off” containers may be loaded with bulk and construction debris. **Related Management** agrees to notify **<HaulerLocal>** of the volume and type of bulk and construction debris being disposed of and to follow loading instructions provided to **Related Management** by **<HaulerLocal>.**

5. **<HaulerLocal>** shall position all containers for additional collections so that they do not block any **driveways, streets, parking places or walkways, unless otherwise directed by <PropertyName>** site personnel. Additionally, all such containers for disposal of bulk and construction debris shall be placed within any containment fencing that may be provided.

**<HaulerLocal>** **Related Management**

Initials \_\_\_\_\_\_\_\_  Initials

Date Date

**Exhibit A**

\*\*Monthly Service and Metro Tax (if ANY) must be billed as two separate line items\*\*

|  |
| --- |
| Name: |
| <PropertyName> |
| C/O Related Management |
| <PropertyAddress> |
| <PropertyCityStateZipCode> |
| Attn: <PropertyPrimaryContact> |

|  |  |
| --- | --- |
| ***Equipment and Services*** | **Other Terms (List of Exempted Items)** |
| <List of Service Level Items1> | <List of Exempted Items1> |
|  | |
| Annual price increases are a maximum of <APValue>% on anniversary date of this agreement when approved in writing in advance of the anniversary date by Refuse Specialists. | |
|  | |

**Exhibit B**

Persons approved to call in for an increase or decrease in service, or for ANY extra pick-up:

1. **Refuse Specialists\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_