**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: | | 400 W Ventura Blvd. Suite 200 | |
| City, State Zip: | <PropertyCityStateZipCode> | | City, State Zip: | | Camarillo, CA 93010 | |
| Effective Date: | <ContractBeginDate> | | Phone: | | 805-482-5895 | |
| # of Months: | <ContractDuration> | | Contact: | | Refuse Specialists | |
| End Date: | <ContractEndDate> | | Contact Email: | | vendormanagement@rs-llc.com | |

For an in consideration of the mutual agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Hauler agrees to provide the **Equipment and Services** indicated on Schedule 1 and in accordance with the **Terms and Conditions** indicated on Schedule 2and the **Scope of Work** indicated on Schedule 3.
2. Client agrees to pay Hauler compensation for the **Equipment and Services** as indicated on Schedule 1. Hauler agrees to the **Other Terms** indicated on Schedule 1.
3. Unless this Agreement is terminated earlier, the provision of **Equipment and Services** pursuant to this Agreement shall commence on the Effective Date (shown above) and will continue until the End Date (shown above). This Agreement will terminate as of the End Date.
4. Both parties agree to the **Terms and Conditions** indicated on Schedule 2.

Payment Terms: The undersigned individuals signing this Agreement on behalf of Hauler and Client acknowledge that each, respectively, 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 Hauler or Client, as applicable.

|  |  |  |  |
| --- | --- | --- | --- |
| Hauler Agreement | | Client Agreement | |
| Hauler Signature: |  | Client Signature: |  |
| Print Name |  | Print Name |  |
| Date: |  | Date: |  |

***Schedule 1 - Equipment and Services***

|  |  |
| --- | --- |
| ***Equipment and Services*** | **Other Terms (List of Exempted Items)** |
| <List of Service Level Items> | <List of Exempted Items> |

***Schedule 2 - Terms and Conditions:***

1. Hauler agrees to provide adequate personnel to provide the Equipment and Services in accordance with Schedule 2. All such personnel (the “Personnel”) shall work under the direction of Hauler shall be employees and/or independent contractors of Hauler and not of Client or the Service Location, and Hauler shall be solely liable to such employees and/or independent contractors for their wages and if applicable benefits. Hauler agrees 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 this Agreement and in such a manner so as to minimize any interference, annoyance or disruption to the operation of the Client, tenants or 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. The Term of this agreement shall commence on the Effective Date set forth in this Agreement, and shall continue until the End Date (the “Term”), unless terminated as otherwise provided herein.
3. During the Term, Hauler agrees to perform the Services and supply the Equipment, as more fully described on Schedule 1 and Schedule 3 and pursuant to the Special Requirements shown on Schedule 3 (the “Scope of Work”), in a safe, professional and competent manner. All Equipment shall be in good condition and suitable for the purposes intended. Hauler shall not subcontract any portion of the Services without written permission from Client. Any additions or modifications to the Scope of Work must be approved in writing by Client and no compensation for such addition or modification shall be paid without the written agreement of Client.
4. **Rates**: The rates, as shown on Schedule 1, will remain fixed for the term of the Agreement. No rate increases are permitted (including annual increases) unless approved in advance, in writing, by Client. If applicable, the rates for Equipment, such as the 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.
5. **Service Levels**: No changes to the service level are permitted unless approved in writing, in advance, by Client. 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 Client. On behalf of Client, 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.
6. **Compliance with Laws**; **Licensure**; **Safety**; **Labor Relations**: The Scope of Work shall be performed in accordance with all applicable federal, state and local laws, codes, regulations and ordinances including the Fair Labor Standards Act, the Federal Occupational Safety and Health Act, all Environmental Laws (defined below), Executive Order 13224, the Americans with Disabilities Act, those concerning workers’ compensation, social security, unemployment insurance, working conditions, hiring, termination, equal employment, hours of work, rates and payment of compensation, and the payment, reporting, collection and withholding of all taxes and similar contributions, the Immigration Reform and Control Act of 1986, and other employer/employee related matters. All Services shall meet or exceed local industry standards and practices. Hauler shall obtain and shall maintain, at its sole cost and expense, at all times during the Term, all licenses, permits, and other authorizations from governmental authorities, boards or similar regulating bodies, necessary to enable it to perform the Services in accordance with local industry standards and practices. Hauler will diligently safeguard the health and well-being of all persons on or about the Service Location, including all tenants, contractors, employees, guests, invitees or agents of Client or Client’s tenants in the performance or supplying of the Services.
7. **Termination**: This Agreement may be terminated with respect to all or a portion of the Equipment and Services upon 30 days prior written notice from Client or Refuse Specialists to Hauler without cause whatsoever. In the event of termination, Client will provide Hauler with written notice at least 10 days in advance of 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 24 hours after the termination date set forth in Client’s notice will be deemed to have been abandoned by the Hauler and will be removed by Client at Hauler’s Expense.
8. **Cure**: Hauler has 48 hours to cure any complaint of unacceptable service. Failure to cure a reasonable complaint of unacceptable service is an automatic termination of this Agreement and Hauler shall remove all Equipment from the applicable Service location upon notice from Client. Any Equipment not removed from the Service Location within 24 hours after the termination date set forth in Client’s notice will be deemed to have been abandoned by the Hauler and will be removed by Client at Hauler’s Expense.
9. **Risk of Loss and Insurance**: At all times during the term of this Agreement, Hauler shall maintain (and shall cause all Personnel which are subcontractors or independent contractors of the Hauler to maintain) at its or their sole cost and expense, including any insurance policy deductibles or self-insured retentions, the following insurance coverages with a company or companies that have an A.M. Best’s rating of A-VII or better and that are authorized to do business in the jurisdiction in which the Service Location is located:
   * 1. **Workers Compensation**. Workers’ compensation insurance with benefits and limits that fully comply with all requirements imposed by a governmental authority applying to this insurance; which shall include broad form all states and voluntary compensation endorsements. In the event the Hauler is not required by the state in which the work is performed to carry workers’ compensation insurance, Hauler shall assume all liability for and shall promptly defend, indemnify and hold Client, Client’s agents, tenants of Client or such tenants’ agents, harmless from and against any and all losses, claims, liabilities, costs, damages, settlement payments, judgments, and expenses, including reasonable attorney’s fees, arising from or relating to any workers’ compensation or similar claims made by any employee, subcontractor or agent of Hauler or the employees of the Hauler’s subcontractors and agent. Each workers’ compensation insurance policy shall contain a waiver of subrogation against and in favor of Client, Client’s agents, tenants of Client or such tenants’ agents.
     2. **Employer’s Liability**. Employer’s liability insurance with limits not less than $1,000,000 each accident, $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury by disease policy limit. Each Employer’s liability insurance policy shall contain a waiver of subrogation against and in favor of Client, Client’s agents, tenants of Client or such tenants’ agents. Such insurance is only required if Personnel will perform portions of the Services at any Service Location.
     3. **Commercial General Liability**. Commercial general liability insurance (written on an occurrence policy form), including coverage for bodily injury (including death), personal and advertising injury, owner’s and contractor’s protective liability, explosion, collapse and underground damage liability endorsement (commonly called X, C and U hazard), products and completed operations (coverage which shall continue for a period not less than two (2) years after the completion and acceptance of the Services) and blanket contractual and broad form property damage coverage containing cross-liability and severability of interest clauses. If Hauler’s or any Personnel’s commercial general liability insurance is written on a claims-made form, the retroactive date of coverage shall be no later than the effective date of this Agreement, and Hauler agrees that for a period of not less than three (3) years after the termination or expiration of this Agreement, Hauler shall, or shall cause the relevant Hauler personnel to, either (A) continue to maintain annual commercial general liability insurance satisfying the requirements of this Section [9iii] or (B) secure “tail” or extended reporting commercial general liability coverage. The required limits of liability set forth below can be satisfied by any combination of primary and umbrella/excess liability insurance.
        1. Not less than $2,000,000 each occurrence and $2,000,000 in the aggregate for bodily injury and property damage.
        2. Products and completed operations hazard: $2,000,000 annual aggregate.
        3. General Aggregate for this location or job, if applicable: $2,000,000
     4. **Motor Vehicle Liability**. Motor vehicle liability insurance, including coverage for owned, hired, leased and non-owned automobiles; providing primary (and not contributing) coverage and containing cross-liability and severability of interest clauses. Such insurance is only required if Personnel will utilize a motor vehicle in the performance of the Services. Required Limits of Liability:
        1. Combined single limit of $1,000,000 for bodily injury and property damage each accident.
        2. Any other coverages as required by the state of operation.
     5. **Property Insurance**. Property insurance, including insurance coverage for tools and equipment brought onto or used on the property by the Hauler or its Personnel, in an amount equal to the replacement cost of such tools and equipment and that includes a waiver of subrogation and waiver of all rights of recovery in favor of and against Client and its affiliates, Client’s managing agent or authorized representative. Such insurance is only required if Personnel will perform portions of the Services at a Service Location.
     6. **Employee Dishonesty/Crime Insurance**. Employee dishonesty/crime insurance covering Hauler’s employees and independent contractors against theft of Client’s property in an amount not less than $500,000 each claim. This policy shall be endorsed to cover third parties and Client shall be named a loss payee. Such insurance is only required if Personnel will perform portions of the Services at a Service Location.

Hauler shall furnish to Client, before commencing any Services, and annually if applicable (and at such times as Client shall request), one or more certificates of insurance indicating (1) the types and amounts of insurance required under this Agreement; (2) the insurance company or companies carrying such coverages; (3) the effective and expiration dates of the policies; (4) that all insurance is primary and non-contributing with any other insurance available to Client, Client’s managing agent or authorized representative; (5) that Client, any managing agent or authorized representative of Client, any affiliate of Client required to be named by Client and their successors and their respective corporate affiliates are named as additional insureds (except on the workers’ compensation and employer’s liability policy and employee dishonesty/crime insurance policy); and (6) that each carrier of any such insurance waives any right of subrogation that it may have against Client, it’s managing agent or authorized representative with respect to any loss covered by such insurance irrespective of the negligence or willful misconduct of Client, any Client’s managing agent or authorized representative or any of their tenants, contractors, employees, guests, invitees or agents.

1. **Indemnification**: Hauler will indemnify, defend and hold harmless Client, Client’s agents, the owners of each Service Location, and their respective related and affiliated entities and each of their respective members, principals, beneficiaries, partners, officers, trustees, directors, employees (the “Client Related Parties”), against and from all causes of action, whether in tort or contract and all loss, claims demands damages or expenses, including, without limitation, reasonable attorneys’ fees, whether for personal injury, theft, property damage or otherwise (collectively “Claims”) arising out of, occasioned by or resulting from, directly or indirectly (i) any act or omission (whether negligent or intentional) of Hauler or any of its agents, servants, contractors, employees, licensees or invitees; (ii) any breach or default in the performance of any obligation of Hauler or any Personnel; or (iii) the negligence or willful misconduct of Hauler or any Personnel. The liability of the Hauler under the foregoing indemnity shall extend to and include any testing, response and remediation costs incurred by Client, Client’s agents, tenants of Client or such tenants’ agents in connection with a release, discharge or generation of Hazardous Materials (as defined below) on, within or in the vicinity of the Service Location by the Hauler or any Personnel in violation of the terms of this Agreement or in violation of any Environmental Laws (as defined below). If any claim action or proceeding is brought against Client or Client Related Parties, Refuse Specialists, tenants of Client or such tenants’ agents, by reason of any Claims, Hauler upon written demand from Client, shall defend the same at Hauler’s expense by counsel reasonably satisfactory to Client.
2. **Hazardous Materials**: Hauler shall not bring any Hazardous Materials onto any Service Location. “Hazardous Materials” shall mean any substance which is controlled, regulated or prohibited under any Environmental Law, including, but not limited to: (a) any hazardous waste, any extremely hazardous waste, or any restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.); (b) any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.); (c) any toxic substances as defined in the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (d) any pollutant as defined in the Clean Water Act (33 U.S.C. §1251 et seq.); (e) gasoline, petroleum or other hydrocarbon products or by-products; (f) asbestos; (g) any material, substance or waste subject to regulation pursuant to any regulations implementing the National Environmental Policy Act, including those regulations set forth in 47 C.F.R. §1.1301-1.1319 (1986), as amended and supplemented from time to time and any similar replacement regulations; or (h) any other materials, substances or wastes subject to environmental regulation under any applicable federal, state or local law, regulation or ordinance now or hereafter in effect. “Environmental Law(s)” shall mean any local, state or federal law relating to the environment, environmental conditions and Hazardous Materials.
3. **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.
4. **Damages**: In the event Hauler fails to perform any of its obligations under this Agreement and such failure continues for 48 hours after written notice from Client describing such failure, then in addition to any other rights that the Client may have hereunder to terminate this Agreement, Client shall have the right to pursue any remedies available at law or in equity against the Hauler for such failure; provided, however, that Client may terminate this Agreement immediately upon written notice to hauler in the event Haul fails to perform its obligations pursuant to this Agreement.
5. **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.
6. **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.
7. **Lien Claims**: Hauler shall not create or permit to remain against any Service Location any lien, encumbrance, or other like charge, either by action or inaction of Hauler or any Personnel. Hauler shall, at its own expense, within 10 days after written notice from Client or Client’s agents, cause any liens or other encumbrances placed against a Service Location or any interest therein, arising out of the Scope of Work, to be removed of record or otherwise bonded off.
8. **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.
9. **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.
10. **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.
11. **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.

***Schedule 2 - 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 the Service Location(s) (the “Services”). 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 Location at which Hauler provides the 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, the Equipment (defined below) and labor to properly perform the Services described in this Agreement. If so required, Hauler shall provide a valid license to perform the Services in any municipality where the Services are contracted.
2. **Special Requirements**:
   * 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. These deviations shall be requested in writing and if approved, signed and dated by the Client’s 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 tenants or 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 Hauler, as set forth in the Agreement or this Schedule 2 shall not be unreasonably withheld or delayed.
3. **Equipment**:
   * 1. Equipment is defined as the containers used to collect, transport, dispose of, and recycle collected Waste Material (the “Equipment”).
     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. Hauler shall remove the Equipment from the Service Location within 24 hours following Client’s request for removal.
     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. Risk of Loss for the Equipment remains with the Hauler, and Client is not responsible for payment of any containers that may be set on fire, damaged or destroyed by unrelated parties. Hauler acknowledges that it will be held responsible for all other forms of property damage caused by Hauler’s vehicles.
     4. 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.
     5. Service Location containers must be placed inside corral at all times (if applicable).
     6. 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.
4. 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.
5. **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’s on-site representatives. Additionally, all such containers for disposal of bulk and construction debris shall be placed within any containment fencing that may be provided.
     5. No additional fees and/or services will be binding on Client unless the changes are agreed to by both parties and this Agreement is amended in writing and such amendment is executed by Client. Additional fees and/or services will become part of this agreement and fall under the same set of rules and regulations as agreed upon in this Agreement, unless otherwise amended in writing.