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| **Waste Services Agreement** |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **THIS AGREEMENT (“Agreement”)** is made and entered into this <ContractBeginDate> (the **“Effective Date”**) by <PropertyLeagelNameOnTemplate> (herein **“Customer”**) located at <PropertyAddress> and <HaulerLocal> (herein **“Contractor”**). **The undersigned individuals acknowledge they have read and understand this Agreement and all attachments and are authorized to enter into this Agreement.**   |  |  |  | | --- | --- | --- | | **Contractor Information:** <HaulerAddress>  <HaulerCityStateZipCode> | **Customer Information:** <PropertyAddress>  <PropertyCityStateZipCode> | **Invoice Billing Address:** PO BOX 2410-RFS812  Omaha, NE 68103-2410  haulerinvoices@refusespecialists.com | |  | | | | |
| **Customer Authorization**   |  | | --- | | <PropertyLeagelNameOnTemplate> |  |  |  | | --- | --- | | **By:** |  |  |  |  | | --- | --- | | **Signature:** |  |  |  |  | | --- | --- | | **Title:** |  | | **Date:** |  | | **Contractor Authorization**   |  |  | | --- | --- | | **Name:** |  |  |  |  | | --- | --- | | **Title:** |  |  |  |  | | --- | --- | | **Signature:** |  |  |  |  | | --- | --- | | **Date:** |  | |

Equipment/Service Specifications – See Next Page

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | | | |
| **Description** | **Container Quantity** | **Quantity** | **Rate/Unit** | **Equipment/Service Specifications** |
|  |  |  |  | |  |  | | --- | --- | |  | **Total:** |  |  |  | | --- | --- | | **Taxes/Fees:** |  | |
|  |  |  |  | |  |  | | --- | --- | |  | **Total:** |  |  |  | | --- | --- | | **Taxes/Fees:** |  | |
|  | | | | **Total Service Cost:** |

|  |  |
| --- | --- |
| **Special Instructions:** |  |
|  | |

SCHEDULED SERVICES IN DETAIL

For Services based on a regular schedule, Vendor shall provide the Services according to the following terms:

1. Equipment, Services and Costs:

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

**TERMS AND CONDITIONS OF WASTE SERVICES AGREEMENT**

**(1) Term and Termination.** Contractor has the right and responsibility to provide the service(s) identified in the Equipment/Service Specifications and Special Instructions sections; commencing on the <ContractBeginDate> for an initial term of three (3) years (herein **“Initial Term”**). Thereafter, this Agreement shall be automatically extended on a month-to-month basis upon the same terms and conditions as are set forth herein, unless either party provides notification, as required in section 12, to the other not less than thirty (30) days prior to the expiration of the Initial Term of its intention to the contrary. A new agreement or any modification to this Agreement shall only be executed by a duly authorized agent of the Customer. Customer maintains the right to cancel this agreement at any time by providing thirty (30) days written notice to Contractor with or without cause and without any cost or penalty incurred by Customer.

**(2) Work Specification. Contractor shall adhere to the specifications described in Attachment A, which is attached hereto.**

**(3) Compliance with Laws.** Contractor warrants and represents that all work performed hereunder will be in compliance with known interpretations of applicable local, state and federal ordinances, codes, statutes, laws, rules and regulations.   
**(4)** **Price, Invoicing and Payments.** The price(s) listed in the Equipment/Service Specifications and Special Instructions sections; are the entire price(s) for service(s) to include all taxes, fees, surcharges, etc. No adjustments will be valid without prior written approval in the form of an acceptance letter from a duly authorized agent of the Customer. Any rate increase adjustments built in to this agreement must be noted in the Special Instructions section of this Agreement. Contractor will submit an invoice to Customer for all charges incurred in each calendar month. The invoice must be received by Customer by the tenth (10th) day of the month following the month service(s) are provided. Customer will not be responsible for any late fees resulting from Contractor's failure to submit invoices by the tenth (10th) day of the month; or, due to delays in payment resulting from Contractor billing errors. Customer will pay Contractor all authorized, accurate charges within forty-five (45) days of receipt of Contractor invoice. In the event that a dispute shall arise under this Agreement in connection with payments to be made, or otherwise, Contractor shall continue during the pendency of such a bona fide dispute to perform its duties and responsibilities under this Agreement. Contractor shall be entitled to receive payments from Customer only on account of non-disputed items (and on account of the portion of any disputed items that are not in dispute) and payment of disputed items shall be deferred until the final resolution of the dispute.  
**(5)** **Liability for Equipment.** Equipment furnished by Contractor shall remain the property of Contractor, unless otherwise indicated in Equipment/Service Specifications. Customer agrees to use equipment for the purpose of maintaining non-hazardous solid waste or recyclables until Contractor removes contents from Customer location(s). Customer agrees not to modify equipment without the express written consent of Contractor. Customer agrees to hold Contractor harmless for liabilities other than those resulting from Contractors handling and disposal of, unauthorized placement of or providing inadequate or defective equipment.   
**(6)** **Damage to Premises.** Customer shall provide Contractor reasonable access to provide service(s) at the service address(s). Customer holds Contractor harmless for surface damage beyond Contractors' reasonable control in Customer authorized access or service areas. Contractor agrees to assume liabilities for surface or property damage as the result of Contractors' use of unauthorized access or service areas as well as improper handling or operation of equipment or Contractors' vehicles.   
**(7)** **Indemnification.** Contractor shall be responsible for the acts and omissions of Contractor's employees and agents. Contractor agrees to defend, indemnify and hold harmless Customer, the Property Manager and any subsidiaries and affiliated companies of each, and their officers, directors, employees and designated agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (whether based upon tort, breach of contract, failure to pay employee taxes or withholdings, failure to obtain workers' compensation insurance, damage to property, injury to or death of any persons, or otherwise), including legal fees from claims, related to, any negligent act, error, or omission related to performance of obligations pursuant to this Agreement by Contractor or its subcontractors, affiliates, officers, directors, employees, representatives or agents, or any failure of Contractor to perform its services hereunder in accordance with generally accepted professional standards or the terms hereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.   
**(8)** **Insurance.** During the term Contractor provides service(s) for Customer, Contractor shall, at its sole cost and expense, obtain and maintain workers compensation insurance as required by law, commercial general liability insurance on an occurrence basis in an amount of not less than One Million and no/100 Dollars ($1,000,000.00), business automobile liability insurance on an occurrence basis in an amount of not less than One Million and no/100 Dollars ($1,000,000.00) and excess liability (umbrella coverage) in an amount of not less than One Million and no/100 Dollars ($1,000,000.00) on an occurrence basis and an amount of not less than One Million and no/100 Dollars ($1,000,000.00) in aggregate, providing for the investigation, defense and satisfaction (by settlement or otherwise), at no cost to any indemnified parties, of any liability, claim, loss, cost, expense or fee asserted against or incurred by Contractor or any of the indemnified parties. Upon commencement of this Agreement, Contractor shall provide a certificate evidencing the coverage under each policy to Customer. All policies of insurance (except the worker's compensation and employer's liability) shall name Customer and its Property Manager as an additional insured.   
**(9)** **Failure to Perform.** If Contractor fails to perform any reasonable service request(s) Contractor agreed to perform and as a result Customer incurs unavoidable losses due to Contractors' non-performance such as loss of productivity or operational function, Contractor agrees to reimburse Customer for those documented losses within thirty (30) days from the date of loss. Furthermore, Customer maintains the right to terminate this Agreement immediately without cost or penalty if Contractor no longer maintains the ability to provide the reasonable service(s) that Customer requires.   
**(10)** **Assignments.** Contractor may not assign this Agreement without the express written consent of Customer. Customer reserves the right to assign this Agreement with thirty (30) days written notice to contractor.   
**(11)** **Change of Ownership.** Should change of ownership of any Customer location under this Agreement occur, Customer reserves the right to terminate this Agreement for the subject location with thirty (30) days written notice without cost or penalty.   
**(12)** **Notification.** All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested or by facsimile with an automated date and time stamp.

**(13)** **Time of Essence.** Time is of the essence in the performance by the respective parties of each of their terms, conditions and obligations under this Agreement.

**(14)** **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior Agreements between the Parties both written or verbal.

**Customer Authorization Contractor Authorization**

(<PropertyLeagelNameOnTemplate>) **Name:**

**By:**  **Title:**

**Signature:**  **Signature:**

**Title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Attachment A**

**Work Specification**

1. **Disposal of Waste**
   1. **Contractor shall collect all waste materials from designated collection receptacles and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.**
   2. **Contractor shall remove and transport debris in a manner that will prevent spillage on adjacent areas.**
2. **Quality Assurance**
   1. **Contractor Qualifications: Contractor represents and warrants to the Customer that:**
      1. Contractor has all required licenses in the state, municipality and/or local jurisdiction where the property is located to perform the Scope of Work.
      2. All licenses will be maintained current and valid for the initial term and any renewal of this Agreement;
      3. There are no pending or threatened proceedings of actions to remove the aforementioned licenses;
      4. Upon request, Contractor will provide proper documentation;
      5. Customer has engaged a third party credential verification service, Compliance Depot. Contractor is required to register with Compliance Depot and obtain an “Approved” status before performing any work on Customers premises.
   2. **Regulatory Requirements:** Contractor shall conduct waste management and recycling activities in accordance with state municipal code and all other applicable laws and ordinances.
3. **Safety and Security**
   1. It is the responsibility of the contractor to establish health and safety practices appropriate to the specific circumstances involved. The Customer/Property Representative does not make any representations with regard to health and safety issues. The Contractor must determine the applicable law and regulations, including but not limited to, OSHA health and safety standards. Minimum acceptable safety requirements include the following;
      1. Machinery and equipment used must have the correct safety guards and warnings in place;
      2. Machinery and equipment shall only be used as intended by the manufacturer;
      3. Workers must wear Personal Protective Equipment which is appropriate for the task they are performing;
4. **Professionalism**
   1. Identification: All workers must wear Contractor uniform or appropriate attire including Contractor identification.
   2. Conduct: All workers shall act in a way that is respectful to the property, the residents and the property staff.
   3. No loud music or other disruptive noises or behavior.
   4. Smoking is prohibited in all buildings at all times, whether vacant or occupied. Smoking is prohibited within 15 feet of any building on the property.

**Customer Authorization Contractor Authorization**

(<PropertyLeagelNameOnTemplate>) **Name:**

**By:**  **Title:**

**Signature:**  **Signature:**

**Title:**  **Date:**

**Date:**