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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: | | 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: | | Haulerinquiry@rs-llc.com | |

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| Please read the following under the following headings and sign the Agreement. | | | | | | | |
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| 1. Equipment and Services | | | | | | | |
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| 1. Other Terms (List of Exempted Items) | | | | | | | |
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| 1. Terms & Conditions | | | | | | | |
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| 1. Scope of Work | | | | | | | |
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| Hauler Agreement | | | | Client Agreement | | | |
| Hauler Signature: |  |  |  | Client Signature: |  |  |  | |
| Print Name: |  | | | Print Name: |  | | |
| Date: |  | | | Date: |  | | |

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| ***Equipment and Services and Rates:*** | | **Other Terms (List of Exempted Items)** |
| <List of Service Level Items> | | <List of Exempted Items> |
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| Annual price increases are a maximum of <APValue>% on anniversary date of this agreement | | |
|  | | |
| Payment Terms: | The undersigned individual signing this Agreement on behalf of Client acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Client. ***TERMS: Net 30*** | |
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***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.
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 <APValue>% above the previous year’s rate. No other rate increases are permitted unless approved in advance, in writing, by Refuse Specialists. If applicable; the rate for compactor rental will remain fixed at all times during this Agreement. In the event that the landfill imposes a change in its rates, no more than 30% of such rate increases or decreases will be reflected in the monthly charges provided for under this Agreement and only upon hauler providing appropriate documentation for the landfill evidencing such change.
4. Service Levels: No changes to the service level are permitted unless approved in writing, in advance, by Refuse Specialists. Any change in charges resulting from increases or decreases in the service level, or from extra yards/extra pick-ups, will be separately negotiated and approved by Client or Authorized Representative. No deviation from the above rates, or additional charges of any type (e.g. rental, delivery, 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, except as expressly set forth herein. Refuse Specialists will not approve any minimum charges for compactors or rolloffs (if applicable) other than the charges set forth herein or otherwise expressly agreed to by the parties. 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 for cause in accordance with Section 6 of these Terms and Conditions, 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 removed at Hauler’s Expense.
6. Cure: Hauler has 2 business days from its receipt of written notice to cure any material breach of this Agreement by Hauler. Client may terminate this Agreement upon Hauler’s failure to cure a material breach of this Agreement by providing written notice of such termination to Hauler. Client has 10 days from its receipt of written notice to cure any material breach of this Agreement by Client (including, without limitation, payment of any amount due hereunder). Hauler may either suspend its performance or terminate this Agreement upon Client’s failure to cure a material breach of this Agreement by providing written notice to Client.
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 Client Related Parties to the extent arising out of the negligent acts or omissions or willful misconduct 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 or by certified mail and with a copy via Electronic Mail (“E Mail”). All notices given in accordance with the terms hereof shall be deemed given when received by the other Party.
12. Assignment: Upon the sale, transfer of the premises where Hauler’s services are performed, Client may, (i) terminate this Agreement upon 30 days’ prior written notice to Hauler, as it relates to such Service Locations, or (ii) assign this Agreement, as it relates to such Service Locations, to the subsequent owner or transferee of the Service Location, or business owner contained thereon with the consent of Hauler. Neither this Agreement, nor any of Hauler's obligations under this Agreement shall be assignable by Hauler without the prior written consent of Client.
13. Attorney Fees: If either party hereto commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and receive from the losing party reasonable attorneys' fees and costs of suit.
14. Severability: If any part of this Agreement is found to be invalid or unenforceable, then that part of the Agreement will not affect the validity or enforceability of the remainder of this Agreement in any way.
15. Relationship: Hauler and Client, other than being legally bound to each other by this Agreement, have no other legal relationship with each other and each Party acknowledges and agrees that it shall not be construed as an agent, joint venture or partner of any of the other.
16. Entire Agreement: This Agreement (including the Terms and Conditions and Scope of Work) 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.

***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 or collected by Client at each Service Locations at which Hauler provides Services hereunder including municipal solid waste and, if listed above, recyclables and 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 shall acquire title to the Waste Materials when they are loaded into Hauler’s truck. Title to and liability for any Excluded Waste shall remain with Client and Client expressly agrees to defend, indemnify and hold harmless Hauler from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Hauler's trucks, containers or other equipment, except to the extent caused by Hauler’s negligence or willful misconduct. Hauler will provide all necessary approvals, permits, material, Equipment (defined below) and labor to properly perform the Services described in the Agreement and this Scope of Work. 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 refurbished with "ease of use" access through container doors and/or lids. Each 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 Scope of Work 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 and such other on-site devices as may be specified herein.
      2. Unless otherwise set forth herein, all Equipment furnished by Hauler shall remain the property of Hauler; however, Client shall have care, custody and control of the Equipment while at Client’s location and accepts responsibility for all loss or damage to the Equipment (except for normal wear and tear or for loss or damage resulting from Hauler's handling of the Equipment) and for its contents. Client shall not overload (by weight or volume) or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Client agrees to indemnify, defend and hold harmless Hauler, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Client's use, operation or possession of the Equipment, except to the extent caused by Hauler’s negligence or willful misconduct. 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.
      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 repaired or changed out within five (5) days of Hauler’s receipt of notice. Any damaged or deteriorating container must be repaired or replaced at the Hauler’s expense if resulting from normal wear and tear or Hauler's handling of the Equipment.
      6. Service Location containers must be placed inside corral at all times (if applicable).
      7. Steam cleaning of containers is done per the terms set forth above.
   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; if Client does not promptly provide access, Hauler shall be relieved of its obligation to collect and haul Waste Material on such date, without Hauler incurring any penalty and without any reduction in amounts due from Client.
      2. Hauler shall remove Waste Material from the Service location according to the schedule set forth herein.
      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, unless the result of overloading the container.
      4. For roll-off/compactor service, Hauler agrees to pick-up the container within forty-eight (48) hours of initial call; provided, however, if such time period ends on a day on which Hauler is not open for business, then Hauler shall pick-up such container by 5:00 p.m. on the next day it is open for business.
   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.

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

f) Client agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Hauler. In the event that any recyclable materials furnished to Hauler by Client are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Hauler not to be resalable or to have a reduced resale value, Hauler may, in addition to its other remedies, require Client to pay Hauler, as liquidated damages and not as a penalty, the charges incurred by Hauler for hauling, processing and/or disposal of such materials, plus a $40 change fee. Hauler shall deliver properly prepared recyclable materials furnished to Hauler by Client to a recycling facility owned and/or operated by Hauler or an affiliate of Hauler or a third party that Hauler understands will recycle the materials (“Third Party Facility”); provided, however, that Hauler shall not be responsible for and has not made any representation to Client regarding the ultimate recycling of such recyclable materials by a Third Party Facility.g) Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

Hauler Initials

Client Initials

**Addendum to Service Agreement**

**PAYMENT TERMS:** Customer shall pay all properly invoiced amounts within 30 days of receipt of each invoice. Customer is not obligated to pay any charges and/or rate increases, other than those charges and rate increases set forth in the Agreement, including this Addendum. If Customer inadvertently pays an unapproved rate increase or charge, such payment shall not constitute approval and the overpayment will be credited to Customer within ten (10) days of Contractor’s receipt of written request.

**AUTO RENEWALS:** Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) months terms (each a “Renewal Term” and together with the Initial Term, the “Term”).

**RATE ADJUSTMENTS**: At any time, Contractor may increase the Charges to account for increases in disposal costs, increases in the average weight per container yard of Customer’s Waste Materials and increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes). For front load services only, Contractor shall apply 50% of the percentage increase in the disposal costs to the total rate charged to Customer at the time of such increase in disposal costs. As an example only, if the disposal cost increases by 20%, the total rate charged to Customer for front load service at such time shall be increased by 10%. For all other service types, the rates shall increase by the entire percentage increase in the disposal costs.

Except for the foregoing, the Charges shall not increase during the first twelve (12) months. In addition to the foregoing, after the first twelve (12) months, the Charges shall increase annually as follows: (a) if the Term is twenty-four (24) months or less, the Charges shall increase annually by 5% with the first such increase occurring immediately following the initial twelve (12) months of the Term; and (b) if the Term is thirty-six (36) months or more, the Charges shall increase annually by 3% with the first such increase occurring immediately following the initial twelve (12) months of the Term.

Notwithstanding the foregoing or anything to the contrary herein, in the event that any applicable law, regulation or ordinance (e.g. G-Certs, franchised markets, etc.) sets forth mandatory rates for the Services, the rates for such Services shall be in accordance with such applicable laws, regulations or ordinances. The Charges shall not be adjusted other than as set forth herein this Addendum.

**SERVICE CHANGES AND AMENDMENTS:** Changes in service levels and amendments to the Agreement shall only be effective when mutually agreed upon by the parties hereto.

**TERMINATION UPON CLOSURE:** In the event that Customer permanently discontinues operating its business at the service location and does not relocate within Contractor’s service area, then Customer may terminate the Agreement by providing at least thirty (30) days’ prior written notice to Contractor. In such instance, Customer shall not be liable for payment of liquidated damages. In the event that: (a) Customer sells the premises where the Services are provided pursuant to this Agreement to an unaffiliated third party, and (b) Customer delivers to Contractor documentation evidencing such sale, then Customer may terminate this Agreement by providing Contractor with at least 30 days’ prior written notice.

**CONFLICTING TERMS:** The terms in this Addendum shall supersede any conflicting terms in any other part of the Agreement.