**SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT**

This Waste Removal Contract is entered into as of the Effective Date set forth below by and between Hauler and Client (each as set forth below), with reference to the terms set forth herein, the Terms and Conditions and Scope of Work attached hereto and incorporated herein (collectively, the “Agreement”).

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| Hauler Name (“Hauler”): <HaulerLocal> | Client/Property Name (“Client”): <ClientName> |
| Hauler Address: <HaulerAddress> | Client Address: <ClientAddress> |
| City, State, Zip: <HaulerCityStateZipCode> | City, State, Zip: <ClientCityStateZipCode> |
| Service Address (“Service Location”):  Address: <PropertyAddress> <PropertyCityStateZipCode> | Billing Address: 400 W. Ventura Blvd., Suite 200  Camarillo, CA 93010 |
| Effective Date: <ContractBeginDate> | Phone: 805-482-5895 |
| Number of Months: <ContractDuration> | Contact: Refuse Specialists, LLC, as authorized agent for Client |
| End Date: <ContractEndDate> | Contact Email: Haulerinquiry@rs-llc.com |

**EQUIPMENT and SERVICES.** Defined on next page (page 2)

**TERM.** The term of this Agreement (the “Term”) shall start on the Effective Date of this Agreement and continue until the End Date set forth above.

**PAYMENT:** Client shall pay Hauler for the Services and Equipment furnished by Hauler during the Term at the rates provided in this Agreement within thirty (30) days after the date of Hauler’s invoice.

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.

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

**Equipment and Services:** The services to be provided under this Agreement (the “Services”) are the collection and disposal of Waste Materials (as hereinafter defined), at the rates and frequency set forth below. In addition, the Equipment (as hereinafter defined) to be provided under this Agreement is as follows:

**Service Level Items**

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| <List of Service Level Items> |
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| **Exempted Items** |
| <List of Exempted Items> |
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7. Risk of Loss and Insurance: At all times during the term of this Agreement, Hauler shall maintain, *a minimum*, at Hauler‘s expense, *of* the following *insurance requirements*:

***Terms and Conditions:***

1. Hauler shall be solely liable to its employees and/or Independent Contractors for their wages and any 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. Rates: The rates set forth on the first page of this Agreement shall remain fixed for the Term of the Agreement, except that they may be increased once per year (on the anniversary date of this Agreement) in Hauler’s discretion, by a maximum of three percent (3%) above the previous year’s rate. No other rate increases are permitted unless approved in advance, in writing, by Client or its authorized agent. 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, such increase or decrease shall be reflected in the monthly charges provided for under this Agreement upon Hauler providing appropriate documentation of such change to Client or its authorized agent.
3. Service Levels: No changes to the service level, deviation from the rates set forth herein, or additional charges are permitted unless approved in writing, in advance by Client or its authorized agent. 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, relocation fees, fuel/energy surcharges or fees, environmental surcharges or fees, late changes, administrative fees, container service changes, finance changes, trip charges, document fees, overhead costs, or regulatory recovery charges), is permitted unless approved in advance, in writing, by Client or its authorized agent. Client is not obligated to pay any unapproved charges and/or unapproved rate increases. If Client inadvertently pays an unapproved rate increase or charge, it must notify Hauler in writing of such overpayment as soon as possible and such overpayment will be credited to or refunded to Client (in Client’s discretion) within thirty (30) days of Hauler’s receipt of such notification.
4. Termination for Breach: In the event that one Party is in breach of its obligations under this Agreement, the other party shall provide written notice to the breaching party of the alleged violation. The breaching party shall have forty-eight (48) hours from receipt of notice to cure the alleged breach (or, if the breach is incapable of being cured within forty-eight (48) hours, such cure period shall be equitably extended as required by the circumstances). If the breaching party fails to cure the breach, the non-breaching party may terminate this Agreement upon written notice to the breaching party. Such Termination Notice shall include the date on which Hauler shall remove the Equipment from the Service Location (provided, however, that Hauler shall be given no less than ten (10) days following the termination date to remove the Equipment). Any Equipment not removed from the Service Location within Twenty (20) days after the termination date set forth in Client's Termination Notice will be deemed to have been abandoned by the Hauler and will be removed at Hauler’s Expense.
5. Cure: Hauler has 48 hours to cure any reasonable complaint of unacceptable service. Failure to cure reasonable complaint of unacceptable service shall be deemed a breach of this Agreement, provided, however, that Client shall not be entitled to terminate this Agreement until and unless it has followed the procedure for giving written notice of breach and opportunity to cure as set forth in Section 4 (Termination for Breach), above.
6. Force Majeure: Except for Client’s obligation to pay amounts due to Hauler, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.
   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. *Excess Liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence*
   4. 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
   5. *Additional insured coverage in favor of Client and Management Company on all policies. other than Workers’ Compensation*
   6. *Commercial General Liability and Excess Liability shall be primary and non-contributory as well as carry completed operations coverage.*
   7. *Waiver of subrogation in favor of Client and Management Company on all policies.*
   8. *Hauler must register and become certified with Registry Monitoring Insurance Services (RMIS), Client’s insurance compliance company.  If Hauler is not certified for the Service Location payment may be held without penalty to Client.*

8. Indemnification: Hauler will indemnify, defend and hold harmless Client and its related and affiliated entities and each of their respective members, principals, beneficiaries, partners, officers, trustees, directors, employees, and agents (collectively the "Client Related Parties") against and from all causes of action, whether in tort or contract and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by, or asserted against Client or any of the Related Parties (collectively, “Losses”) to the extent such Losses arise, directly or indirectly, out of or in connection with the negligence or willful misconduct of Hauler or any of its agents, servants, contractors, employees, or licensees.

9. No Waiver: One or more waivers of any covenant or condition by Client or Hauler shall not be construed as a waiver of a subsequent breach of the same covenant or condition.

10. Damages: All Parties shall have the right to all legal and equitable remedies.

11. Notices: All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered personally, by certified mail, or Electronic Mail (“E-Mail”). All notices given in accordance with the terms hereof shall be deemed given and received one (1) business days after such notice is sent or upon the day that it is delivered personally.

12. Assignment: Upon the sale by Client of the Service Location, Client may, (i) terminate this Agreement upon thirty (30) days’ written notice to Hauler, as it relates to such Service Location or (ii) assign this Agreement, as it relates to such Service Location, to the subsequent owner or transferee of the Service Location, or business owner contained thereon, with the prior written 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, which shall not be unreasonably withheld.

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| 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 the other.  16. Entire Agreement: This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in a written document signed by Hauler and the Client. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. Client and Hauler agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original.  ***Scope of Work:***   1. Hauler shall, pursuant to the terms of this Agreement, collect, transport, dispose of and, at Hauler's option, recycle, Waste Materials (as defined below), at each Service Location. The Waste Material to be collected, transported, disposed of or recycled pursuant to this Agreement is all non-hazardous solid waste (including recyclable materials) generated by each Service Location(s), including municipal solid waste, construction waste and bulk waste (collectively, the "Waste Materials"). Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, “Excluded Waste”), each as defined by applicable federal, state or local laws or regulations. 2. Title to and liability for any Excluded Waste shall remain with the party disposing of the Excluded Waste and shall at no time pass to Hauler or the Client 3. Hauler will provide all necessary approvals, permits, material, 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 Services in any municipality where Services are contracted. 4. Description of Services: 5. 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. 6. 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. 7. Equipment: 8. "Equipment" is defined as the containers furnished by Hauler to Client for the collection of Waste Materials awaiting collection and disposal by Hauler. 9. 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. 10. 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 be liable for all loss or damage to such Equipment (except for normal wear and tear or loss or damage resulting from Company’s handling of the Equipment). 11. 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. | 1. All containers that are damaged or deteriorating must be changed out within five (5) business days following written notice from Client to Hauler of the need for such replacement.   6. Except in the case of Hauler’s negligence or willful misconduct, Hauler will not be responsible to Client for damages to pavement, curbing and other driving surfaces resulting from the weight of Hauler's vehicles or the Equipment or Hauler’s provision of Services.  7. If applicable, containers must be stored inside corral at all times when not being serviced by Hauler.  8. Cleaning of containers is done once a year at no cost to the Client. Additional requests for cleaning are done at a cost of $25.00 per container charged to the Client.  9. 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 the schedule mutually agreed upon by the parties, and at the frequency set forth in this Agreement. 3. Waste Materials 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.   10. Extra Collections: Hauler shall provide extra collections of Waste Materials (such as bulky and/or construction debris) upon requested by Client or its authorized agent. Client will only pay for extra pick-ups called in by Client or its authorized agent. The charges assessed by Hauler for such extra collections, shall be charged per the terms of this Agreement. Upon request, Hauler shall provide "roll off" (either permanent or temporary) containers for the collection of bulky and/or construction debris at the rates set forth in this Agreement. Client agrees to notify Hauler of the volume and type of such Waste Materials being disposed of and to follow loading instructions provided to Client by Hauler. 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 bulky and construction debris shall be placed within any containment fencing that may be provided. In no event shall bulky or construction debris included Excluded Waste. If applicable, additional fees and/or services agreed by both parties in writing 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.  [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK] |
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