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| **HOMETOWN SERVICE AGREEMENT** | | | | |
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| THIS HOMETOWN SERVICE AGREEMENT (this “Agreement”) is made as of the <MMDDYYYY>, by and between Hometown America Management, L.P., a Delaware limited partnership (“Manager”) as authorized agent for the owner (“Owner”) listed below who is the owner of the Community (“Community”) and the Contractor (“Contractor”) listed below for the Services (defined below) to be performed. | | | | |
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| **ARTICLE I. AGREEMENT DATA** | | | | |
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| **SERVICE PROVIDED:** See **Exhibit “A”** attached hereto and by this reference made a part hereof | | | | |
| **OWNER:** <PropertyLeagelNameOnTemplate> | | | | |
| **COMMUNITY:** <PropertyName> | | | | |
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| **COMMUNITY’S ADDRESS:** <PropertyAddress> | | | | |
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| **NOTICE FOR OWNER/MANAGER:** | | <*PropertyAddress*>  *ATTN:<PropertyPrimaryContact>* | | |
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| **with a copy to:** | | **<OriginalClientName>**  **150 N. Wacker Drive, Suite 2800**  **Chicago, IL 60606**  **Attn: Asset Management** | | |
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| **with a copy to:** | | **Refuse Specialists**  **400 W Ventura Blvd. Suite 200**  **Camarillo, CA 93010**  **Attn: <PropertyName>** | | |
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| **CONTRACTOR: <HaulerLocal>** | | | | |
| **CONTRACTOR’S ADDRESS:** **<HaulerAddress>, <HaulerCityStateZipCode>** | | | | |
| **CONTRACTOR’S TELEPHONE NUMBER: <HaulerPhone>** | | | | |
| **CONTRACTOR’S EMAIL: <HaulerEmail>** | | | | |
| **CONTRACTOR’S REPRESENTATIVE: <HaulerContact>** | | | | |
| **COMMENCEMENT DATE: <ContractBeginDate>** | | | | |
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| **EXPIRATION DATE (subject to earlier termination as hereinafter set forth): <ContractEndDate>** | | | | |
| **CONTRACT LENGTH: (<ContractDuration> months)** | | | | |
| **PAYMENTS:** See Article III below | | | | |
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| **ARTICLE II. TERM AND ASSIGNMENT** | | | | |
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| **2.01 Term:** Unless otherwise canceled pursuant to the terms of this Agreement, the term of this Agreement shall be from the Commencement Date set forth in Article I to the Expiration Date set forth in Article I (the “**Term**”). Thereafter, until cancelled by either party hereto, this Agreement shall continue and remain in full force and effect upon the same terms and conditions as existed as of the day immediately preceding the Expiration Date on a month-to-month basis. | | | | |
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| **2.02** **Community Sale:** In the event the Community is sold or Manager is no longer the property manager thereof, Owner shall have the right, at its election on the effective date of such sale or management termination, either (i) assign this Agreement to the new owner of the Community, or (ii) terminate this Agreement without cost, payment or penalty effective as of such sale or management termination. | | | | |
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| **ARTICLE III. COMPENSATION** | | | | |
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| * 1. **Timing of Payments:** During the Term or until sooner terminated, Manager shall pay Contractor for the Services set forth herein the amount or amounts and at that time or times set forth in Exhibit B. If no other time for payment is specified in this Agreement, payments shall be made monthly in arrears and within thirty (30) days after receipt of appropriate billing from Contractor. All invoices shall be sent to the Notice address for the Community set forth in Article I above. | | | | |
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| * 1. **Contest:** No payment shall be due and/or payable by Manager hereunder unless and until Contractor complies with the provisions of this Article III. Notwithstanding anything contained in this Agreement to the contrary, if Manager contests all or any portion of any invoice, Manager shall be required to pay only the portion of such invoice not contested by Manager. Any contested portion of such invoice shall not be payable by Manager until any disagreement between Manager and Contractor with respect thereto is resolved and a revised invoice is submitted to Manager by Contractor reflecting the appropriate adjustments agreed to by the parties. Contractor may be notified by the Manager of any contest by personal delivery, facsimile transmission, electronic mail, or by regular U.S. Mail. | | | | |
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| **ARTICLE IV. CONTRACTOR’S DUTIES** | | | | |
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| **4.01 General:** Contractor shall furnish all labor, supplies, materials and equipment to perform those services and that work at the time or times and as further specified and described in Exhibit A attached hereto and incorporated by this reference (such services and work are collectively referred to herein as the **“Services”**). The Services shall be performed diligently and in a good, professional and first class manner with new, good quality supplies, materials, equipment and workmanship. Contractor warrants to Owner and Manager that all Services shall be performed in a safe, good and workmanlike manner, and that the Services, including related materials furnished hereunder, shall conform to all laws, statutes, ordinances, codes, rule and requirements applicable to the Community and the Services, and further warrants that the Services shall be delivered free from all liens and encumbrances whatsoever and that use of the Services shall not infringe any United States patents, copyrights or other proprietary rights. All warranties contained in this Agreement shall survive inspection, acceptance and payment by or on behalf of Manager. Services not meeting the warranties shall, at the Manager’s option, be performed again by Contractor at no additional cost to Manager. | | | | |
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| **4.02 Supervision:** Contractor shall be responsible for the supervision and direction of the Services by its employees and any suppliers, material men and approved subcontractors, and shall, if Manager shall request, provide supervisory personnel at the Community reasonably acceptable to Manager to carry out this responsibility. Periodic inspections will be conducted by Contractor or any supervisor designated by Contractor to ensure that all Services hereunder are properly performed. Contractor will inform Manager of the name of such supervisor responsible for the work and the supervisor shall have the authority to act as Contractor’s agent in Contractor’s absence. Contractor agrees that none of its employees, contractors or subcontractors providing Services to the Community (a) shall be a so-called “sex offender” who is required to register with applicable governmental authorities nor (b) shall have been convicted or pled guilty or no contest to any felony for a crime against person or property. | | | | |
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| **4.03 Equipment:** Unless otherwise provided in Exhibit A, Contractor shall provide all equipment and supplies necessary and/or appropriate for the performance and completion of the Services in compliance with the terms and provisions of this Agreement. All such equipment and supplies shall be of first quality only and no additional charge shall be made by Contractor for this requirement. Contractor shall provide such equipment and supplies as appropriate, in the professional opinion of Contractor, to perform the duties in the most efficient and safest manner possible. Contractor shall only use the equipment and supplies for their intended uses, and shall discontinue use of any product which, in the sole discretion of the Manager, is inappropriate for its designated use; provided, however, that the right of the Manager to prohibit use of a product shall not relieve Contractor of its requirement to exercise its professional judgment. | | | | |
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| **4.04 Employees:** Contractor and Manager agree that Contractor accepts sole responsibility and liability for compliance with all governmental regulations related to Contractor’s employees and their employment including, without limitation, such items as workers’ compensation insurance coverage, unemployment insurance, social security tax withholdings, withholding for any and all government taxes, OSHA requirements, ERISA requirements, Fair Labor Standards Act requirements, work safety rules, etc., as such regulations may apply to Contractor’s employees used in providing the Services at the Community. Contractor will remove from its work force assigned to the Community any employees whose presence at the Community is deemed to be detrimental to the best interests of the Community. Contractor agrees at all times during the Term to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigrations Reform and Control Act of 1986 (“IRCA”). All employees of Contractor assigned to the Community will have had their identity and eligibility for work within the United States properly verified. Contractor shall (a) comply with all applicable governmental regulations and laws in the hiring, supervision and termination of its employees associated with providing any of the Services, (b) provide equal employment opportunities to all qualified individuals without regard to race, color, national origin, religion, sex, age or disability, (c) take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services and of all equipment and supplies used in connection therewith, and (d) cause its employees and agents to observe the working hours, working rules, security regulations and holiday schedules established by Manager. The general standards set forth in **Exhibit “C”** attached hereto and made a part hereof (collectively, the “**General Standards**”) shall be adhered to while performing Services at the Community. | | | | |
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| **4.05 Subcontractors**: Unless first approved in writing by the Manager, Contractor shall not, and shall have no authority to, engage any subcontractors, suppliers or materialmen to perform any portion of the Services, and shall instead engage only trained individuals directly employed and supervised by Contractor. Neither Manager’s approval of any subcontractors, suppliers or materialmen nor the failure of performance thereof by such parties shall relieve, release or affect in any manner any of Contractor’s duties, liabilities or obligations hereunder and Contractor shall at all times be and remain fully liable hereunder. | | | | |
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| **4.06 Relationship of the Parties:** Contractor does hereby state, represent and warrant that it is an independent contractor. In no event and under no circumstances shall Contractor, in the performance of its contractual obligations hereunder, be deemed or considered to be acting as a servant, agent or employee of Manager. Contractor agrees that it is solely responsible for all payments due or to become due to all its employees or material suppliers, including the withholding of appropriate taxes and compliance with any and all worker’s compensation laws or similar employer obligations or requirements with respect to its employees. Contractor hereby agrees to indemnify and save harmless Owner, Manager, and its affiliates, subsidiaries, employees or parent entities of any and all liability therefor. | | | | |
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| **4.07 Payment of Taxes and Contributions:** Contractor shall pay any and all taxes and contributions assessed against Contractor for unemployment insurance, retirement benefits, pensions and annuities now imposed, or hereafter imposed by any governmental unit, or labor union, that is measured by wages, salaries or other remuneration paid to persons employed by Contractor in connection with the Services Contractor is required to perform and/or has performed under the terms of this Agreement. | | | | |
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| **4.08 Compliance with Laws and Regulations:** In performing the Services required under this Agreement, Contractor shall comply with all federal, state, county and municipal statutes, ordinances and regulations, including without limitation, any licensing, bonding and permit requirements. | | | | |
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| * 1. **Hazardous/Toxic Material:** Contractor shall be responsible for complying with all applicable Federal, State and local laws, ordinances and regulations (collectively, “**Laws**”) pertaining to the use of all hazardous and toxic materials. Contractor shall identify to Manager in advance of delivery of any toxic substances or hazardous materials incorporated in or associated with the Services provided hereunder and shall advise Manager of all precautions to be taken for their use and disposal, which Contractor covenants shall be in accordance with all applicable Laws. When applicable, Contractor shall furnish Manager a completed Material Safety Data Sheet for any materials furnished by Contractor hereunder as required by applicable Laws. Any transportation or other handling of the hazardous materials by Contractor shall be performed in strict accordance with all applicable Laws. | | | | |
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| * 1. **Representations, Warranties and Covenants:** Contractor covenants, represents and warrants to Manager and Owner (a) that Contractor is qualified to do business and, if required by law, duly licensed in the State where Services are performed, and (b) that the employees and agents of Contractor performing the Services are and, during the Term, shall remain fully qualified, licensed as required, and skilled to perform the Services. | | | | |
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| **ARTICLE V. DEFAULT** | | | | |
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| **5.01** **Default:** In the event of a default by Contractor, Manager may, in its sole discretion, in addition to any other right it may have at law or in equity: (i) notify Contractor of the default and demand strict compliance with the terms of this Agreement; (ii) cancel this Agreement if such default is not cured within five (5) days after written notice to Contractor, or (iii) cure the default, with or without notice to Contractor, and deduct the costs and charges incurred from any payment due at the time of the default or from payment which becomes due. If no further payment is due Contractor, Contractor agrees to immediately, upon presentation of an invoice by Manager, pay all charges incurred hereunder in curing such default. In any event, if Contractor breaks any applicable Laws, Manager shall have the right, in its sole discretion, terminate this Agreement by verbal or written notice. | | | | |
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| **ARTICLE VI. AUDIT** | | | | |
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| **6.01** As to all Services for which compensation may include either reimbursement to Contractor for costs or payment based upon quantity of service or products purchased by Contractor from a third party, Manager’s duly authorized representatives (including internal auditors) shall have, at all reasonable times, access to and the right to reproduce records, books, documents, files, receipts, vouchers, data stored in computers and memoranda of every description, as well as the right to interview personnel, necessary to audit and verify Contractor’s charges to Manager hereunder. Contractor agrees to preserve and retain records, books, documents, files, receipts, vouchers, data and memoranda related to charges hereunder for a period of three (3) years following the date of final payment for Contractor’s services hereunder. | | | | |
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| **ARTICLE VII. LIENS AND ENCUMBRANCES** | | | | |
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| **7.01** Contractor agrees to indemnify and protect Owner and Manager from and against all liens for labor performed, material supplied or used by Contractor and/or any other person in connection with the Services undertaken by Contractor hereunder and shall not, at any time suffer or permit any lien or attachment or encumbrance to be imposed by any person, firm or corporation upon Owner and Manager or any improvements thereon, by reason of any claim or demand against Contractor or otherwise in connection with the Services. Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and material men and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by Manager. Manager shall have right to cure any liens, attachments or encumbrances in the event Contractor fails to do so and charge Contractor any amount expended curing such items. | | | | |
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| **ARTICLE VIII. ASSIGNMENTS AND SUBCONTRACTS** | | | | |
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| **8.01** It is expressly understood and agreed that this Agreement is personal to Contractor and was awarded to Contractor based upon its professional skill and knowledge. Contractor shall have no right, power or authority to assign this Agreement or any portion thereof, either voluntarily or involuntarily, or by operation of law, and Contractor shall not have the right, power or authority to sublet or subcontract the services to be performed hereunder, or any portion thereof, without Manager’s express written approval and consent being first obtained, which Manager has no obligation to give. Neither approval nor consent by Manager for Contractor to enter into any subcontract or the failure or performance thereof by any such subcontractor shall relieve, release or affect, in any manner, any of Contractor’s duties, liabilities, or obligations hereunder, and Contractor shall be and remain liable hereunder to the same extent as if no subcontract had been made or entered into. Manager shall have the right, in its sole discretion, to assign or transfer this Agreement or any rights hereunder, to any nominee of Manager or any other third party. | | | | |
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| **ARTICLE IX. SUCCESSORS; NON-RECOURSE CONTRACT** | | | | |
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| **9.01 Successors and Assigns:** Except as expressly set forth in Section 8.01 to the contrary, this Agreement and all of the terms and conditions hereof and all of the rights, benefits, duties, liabilities and obligations of the parties hereto (including, without limitation, any and all hold harmless agreements and indemnifications herein provided) shall inure to the benefit of and be binding on Manager, Owner and Contractor and their respective permitted successors and assigns. | | | | |
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| **9.02 Non-recourse**: It is expressly understood and agreed by and between the parties hereto, notwithstanding anything herein contained to the contrary, that no personal recourse shall be had by Contractor (or any person claiming by, through or under Contractor) for the payment or performance of any obligation under, or for any claim based on, this Agreement against Owner and Manager or against any principal, partner, member, director, officer, shareholder, beneficiary, trustee, employee, agent, successor or assign of Owner and Manager beyond the interest of Owner and Manager in the Community, it being understood that such claimants shall look solely to the interests of Owner and Manager in the Community with respect to any and all such claims and that all other personal liability of the above-described persons and entities is hereby expressly waived by Contractor on behalf of all persons claiming by, through and under Contractor. | | | | |
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| **ARTICLE X. RELEASE, INDEMNIFICATION AND INSURANCE** | | | | |
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| **10.01 Release:** To the extent permitted by applicable law, Contractor agrees to look solely to its insurers and does hereby release and waive any and all rights it has now, or may have in the future have, to recover against Owner and/or Manager and their respective present and former partners, affiliates, principals, members, trustees, beneficiaries, shareholders, directors, offices, employees, agents and servants and the successors and assigns thereof (collectively the “**Releases**”) for loss of damage to the Community or personal injury or death (including, but not limited to, claims for damage to the Community, Contractor, injury to or death of employees of Contractor and claims for contribution or indemnity or for reimbursement of workers’ compensation benefits) in any way relating to or resulting from the Services performed or to be performed under or in connection with this Agreement. Contractor hereby waives all rights of subrogation of its insurers with respect to claims against Releases. | | | | |
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| **10.02 Indemnification:** To the fullest extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify Owner and Manager and their respective affiliates, partners, employees, directors, officers, shareholders, employees, agents and servants and the successors and assigns of each (all of the foregoing parties hereinafter collectively referred to as “**Indemnities**”) from and against (a) all claims, actions, liabilities, damages, losses, costs and expenses, including reasonable attorney’s fees, arising out of or resulting from the performance of Services at the Community by Contractor or Contractor’s subcontractors, agents or employees and (b) all claims, actions, liabilities, damages, losses, costs and expenses arising out of or resulting from Contractor’s failure to purchase all insurance coverage required in this Agreement. | | | | |
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| **10.03 Insurance:** Contractor, at its sole cost and expense, shall carry and maintain the insurance coverage indicated on **Exhibit “B”** attached hereto and made a part hereof with insurance companies acceptable to Manager and authorized to do business within the State in which the Community is located. Before entry into the Community and/or commencement of any of the Services, Contractor shall furnish Manager with certificate(s) of said insurance policy or policies which shall name Manager, Owner and, if requested by Manager, any holder(s) of indebtedness secured by the Community (a “**Lender**”), as additional insured parties, and shall assume responsibility for placement and renewal of all such policies. To the extent that Contractor employs, utilizes or contracts with subcontractors and/or independent contractors for some or all of the Services in accordance with the terms of this Agreement, Contractor shall require each of them to comply with the same insurance requirements as are set forth in this Section 10.03. Said insurance may not be cancelled except upon thirty (30) days’ prior written notice to Manager and Owner and said certificate of insurance shall require notice to Manager and Owner by the insurance carrier of any cancellation of such insurance. | | | | |
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| **ARTICLE XI. NOTICE** | | | | |
| **11.01 Notice Address:** Any written notice required to be made or to be given by Contractor to Manager shall be sent to Manager’s address set forth in Article I and any written notice required or made to be given by Manager to Contractor shall be addressed to Contractor’s address set forth in Article I. | | | | |
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| * 1. **Notice Delivery:** Any and all written notices, unless otherwise stated herein, shall be delivered in person or shall be sent by a nationally-recognized overnight delivery service and shall be deemed effective when delivered, if delivered in person, or one business days after being deposited with the overnight courier, postage prepaid, and addressed as above provided, . The parties hereto may, by notice in writing, designate another address to which notice shall be given pursuant to this Agreement. | | | | |
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| **ARTICLE XII. MISCELLANEOUS** | | | | |
| **12.01 Waiver:** Any failure of Contractor or its insurer to comply in full with any provisions of this Agreement and/or any failure by Manager to enforce the provisions of this Agreement shall in no way constitute a waiver by Manager of any contractual right hereunder, unless such waiver is in writing and signed by Manager. | | | | |
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| **12.02 Unenforceable:** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect. | | | | |
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| **12.03 Modification:** This Agreement may only be modified in writing signed by the party to be charged. | | | | |
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| **12.04 Choice of Law:** The rights and duties arising under this Agreement shall be governed by the laws of the state in which the Community is located. Contractor hereby consents to the jurisdiction of the courts of the state in which the Community is located. | | | | |
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| **12.05 Attorneys’ Fees:** In the event that any action, suit or other proceeding is instituted to remedy, present or obtain relief from a breach of this Agreement, the prevailing party shall recover from the other party all of such prevailing party’s reasonable attorneys’ fees and costs (including through appeal) incurred in each and every such action, suit or other proceeding. | | | | |
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| **12.06 Confidential Information:** Contractor shall not disclose any of Manager’s information to which Contractor has access through performance of the Services hereunder to any third parties or use such information for any purpose other than the performance of Services hereunder. | | | | |
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| **12.07 Time of the Essence:** All time limits provided in this Agreement and any exhibit or addendum hereto are of the essence of this Agreement. | | | | |
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| **12.08 Survival:** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive the expiration or termination of this Agreement.   * 1. **Entire Agreement:** All negotiations and agreements are merged herein and there are no provisions, covenants or other agreements between the parties other than those contained herein or incorporated herein by reference. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof. Contingent and effective upon the full execution of this Agreement, all prior agreements between these parties and their respective predecessors shall be superseded and replaced in all respects by this Agreement and shall terminate and be of no further force or effect. Following such termination, neither party shall have any further liability or obligation under any Previous Agreement. The terms of Articles II through XII inclusive contained in the Agreement shall control over any different or conflicting terms in any purchase order, documents or other terms incorporated by Contractor, and such different or conflicting terms and any additional terms incorporated by Contractor, shall be deemed objected to by Manager without need of further notice of objection, and shall be of no effect or in any way binding upon Manager.   2. **Headings:** The Article and Section headings used herein are for reference and convenience only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.   3. **Schedules, Attachments, Exhibits:** All schedules, attachments or exhibits, if any, referred to in or attached to this Agreement are and shall be deemed to be an integral part of this Agreement as if fully set forth herein.   4. **Counterparts:** This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument. | | | | |
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| **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above. | | | | |
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| **MANAGER:** | | | |  | |
| Hometown America Management, L.P. | | | |  | |
| a Delaware limited partnership | | | |  | |
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| By:\_ |  |  | |  | |
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| Print Name: | |  |  |  | |
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| Print Title: Authorized Agent | | | |  | |
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| **CONTRACTOR:** | | | |  | |
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| **EXHIBIT A** | | | | |
| **WASTE REMOVAL SCOPE OF SERVICES** | | | | |
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| **SCOPE OF SERVICES:** | | | | |
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| <List of Service Level Items> | | | | |
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| <List of Exempted Items> | | | | |
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| All fees and charges shall be fixed for the first year. There shall be no line charges for fuel or energy surcharges. For increases in years two, three, four, and five, documentation of said increase must be provided, with a cap not to exceed 3%.  The rate for compactor rental (if applicable), will remain fixed for the term of the agreement, without increase.  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.  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 no 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. 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. | | | | |
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| <End Of Exhibit A> | | | | |
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| **EXHIBIT B** | | | | |
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| **PAYMENT TERMS** | | | | |
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| **PAYMENT TERMS:** | | | | |
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| Payment shall be due within 30 days from the date the credit first appears on Client's billing or upon receipt of a refund, as applicable. | | | | |
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| <End Of Exhibit B> | | | | |
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| **EXHIBIT C** | | | | |
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| **Insurance Requirements** | | | | |
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| (a) Commercial general liability insurance, on an occurrence basis, adequate to protect the interest of the parties to the Agreement, shall (i) name Owner, Manager, and, if requested by Manager, Lender, as additional insureds; (ii) waive all rights of subrogation against Indemnities; and (iii) be the primary liability insurance, and not excess over any liability policy carried by Owner and/or Manager, for all claims or liabilities arising from, or incidental to this Agreement. General liability risks and key exposures to be covered shall include, but not be limited to, the Community and Contractor’s operations in connection with the Community, blanket contractual, personal injury, and completed operations. The limits of each policy shall not be less than $500,000 per occurrence for bodily injury, personal injury and property damage.  (b) Workers’ Compensation insurance in full compliance with all applicable state and federal laws and regulations covering all employees of Contractor. Coverage shall include employer’s liability insurance in an amount of not less than $500,000. Such policy shall contain a waiver of subrogation as to the Indemnities.  (c) A brief description of the Work must be indicated on the Certificate of Insurance, and Certificates of Insurance must be provided and must state that coverage will not be altered, canceled or allowed to expire before thirty (30) days prior written notice to Owner and Manager.  (d) Contractor’s insurance policy must include any subcontractor or supplier working or delivering to the Community. Otherwise, certificates evidencing equivalent insurance coverage from each subcontractor or Contractor’s supplier must be obtained before entering into the Community. | | | | |
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| **Insurance:** | | | | |
| **Insurance** | | | | |
| * Minimum General Liability: $500,000 Combined Single Limit & Aggregate * Minimum Workers Compensation Insurance: $500,000 * Additional Insureds: Hometown America, L.L.C., the Owner, and, if required, the Lender * Minimum Insurance Company A.M. Best Rating: A8 | | | | |
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| **Additional Requirements** | | | | |
| * Proof of Current State and Local Licensing consistent with the vendor’s trade or profession * State and Local Permits | | | | |
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| <End Of Exhibit C> | | | | |
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| **EXHIBIT D** | | | | |
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| **General Standards** | | | | |
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| 1. Working hours shall be Monday through Friday 7:00 A.M. to 6:00 P.M. Manager recognizes Contractor is conducting work which may, from time to time, occur outside of working hours. Contractor will use its best efforts to minimize any disturbances to neighboring residents outside of working hours. Manager reserves the right to request the discontinuation of any work outside of working hours. In any event, Contractor shall not have the right to perform Work outside of those hours which may be prohibited by applicable ordinances. 2. Loud music shall not be played at any time in or about the Community, including in vehicles. 3. No pets shall be allowed at the Community, including staging or stockpiling areas. 4. No open fires are allowed. 5. All vehicular parking will be done in areas designated by Manager. 6. Consumption of food and beverages shall be allowed only in areas designated by Manager. No food or beverages shall be allowed in buildings. 7. NO ALCOHOL OR ILLEGAL CONTROLLED SUBSTANCES SHALL BE ALLOWED AT THE COMMUNITY, INCLUDING STAGING OR STOCKPILING AREAS. POSSESSION OF OR BEING UNDER THE INFLUENCE OF ALCOHOL OR ILLEGAL CONTROLLED SUBSTANCES SHALL BE GROUNDS FOR DISMISSAL FROM THE COMMUNITY. 8. All workers and other persons at the Community shall be easily identifiable as workers for Contractor and are required to wear appropriate attire for the Work being performed. 9. Any offensive language or actions directed toward any resident or employees of the Community at any time shall be cause for immediate removal of the offending personnel from the Community. 10. A Material Safety Data Sheet shall be given to Manager for all hazardous materials brought on or used at the Community by or on behalf of Contractor. 11. All State, Local, Federal and OSHA rules, regulations and guidelines shall be followed at all times, including, but not limited to, the wearing of OSHA-approved hard hats. 12. Any person urinating or defecating at the Community other than at appropriate facilities shall, at Manager’s election, either be subject to dismissal from the Community or shall cause Contractor to be charged a $100 clean-up fee per occurrence. 13. No contractor or subcontractor shall handle or move any materials not directly related to its particular trade. 14. Contractor shall designate a person (or persons) responsible for the receipt of delivered materials. All materials delivered to the Work site, staging or stockpiling areas shall be located as designated by Manager. 15. Contractor shall be held responsible for any damage to resident or owner property resulting from or in connection with the performance of the Work. 16. Contractor and subcontractors shall leave work area and the Community clean and free of any debris on a daily basis. 17. Keys received by Contractor shall be “signed out” on a key log with time, unit number and worker name and company recorded. 18. All lights shall be turned off and all blinds closed before exiting any vacant unit. 19. All occupied homes entered shall be left in the same condition as when entered, with exception to repairs made. 20. Contractor is responsible for informing its employees and all subcontractors of all General Standards and other rules and regulations now in force or implemented in the future. 21. Contractor is responsible for having at least one English-speaking and English-reading person on the Work site at all times. | | | | |
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| <End Of Exhibit D> | | | | |