**SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT**

This Waste Removal Contract (the "Agreement") is entered into as of <ContractBeginDate> (the “Effective Date”), by and between:

## **Hauler Name (“Hauler”)**: <HaulerLocal> **Client (“Client”)**: <PropertyLegalName>

Address: <HaulerAddress> Address: PO Box 7679 City, State Zip: <HaulerCityStateZipCode> City, St Zip: Merrifield, VA 22116-7679

Service Address (“Service Location”) Billing Address

Address: <PropertyAddress> Address: PO BOX 2410-RFS812 City, State Zip: <PropertyCityStateZipCode> City, State Zip: Omaha, NE 68103-2410 Effective Date: <ContractBeginDate> Phone: 805-482-5895

# of Months: <ContractDuration> Contact: Refuse Specialists End Date: <ContractEndDate> Contact Email: haulerinvoices@refusespecialsits.com

**Refuse Specialists, LLC** shall act as agent for Client in the administration of certain portions of this Agreement.

Please read the following under the following headings and sign the Agreement.

1. Equipment and Services
2. Other Terms (List of Exempted Items)
3. Terms & Conditions
4. Scope of Work

|  |  |  |  |
| --- | --- | --- | --- |
| Client: | <PropertyLegalName> | Hauler: |  |
|  |  |  |  |
| By: |  | By: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

|  |  |
| --- | --- |
| ***Equipment and Services:*** | **Other Terms (List of Exempted Items)** |
| <List of Service Level Items> | Container Rental Fee  o Document fee  o Late Fee  o Finance Charge  o Regulatory Cost Recovery Charge/Fee  o Fuel/energy surcharges and/or fees  o Environmental surcharges and/or fees  o Overhead costs  o Container Refresh Fee  o Casters dumpster per unit  o Container service plan  o Administrative charge |
|  | |
| 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 Client or Refuse Specialists. | |

## Payment Terms: The undersigned individuals signing this Agreement on behalf of Client and Hauler acknowledge that they have read and understand the terms and conditions of this Agreement and that they have the authority to sign the Agreement on behalf of their respective companies. ***TERMS: Net 45 Days***

***Terms and Conditions:***

1. Working under the direction of Hauler shall be employees and/or independent contractors of Hauler and not of Refuse Specialists, 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. Hauler shall take all necessary steps to secure the Equipment and materials used in connection with the Services.
2. TERM. The term of this Agreement is 36 months from the Effective Date set forth above which shall automatically renew thereafter for additional terms of twelve (12) months (each a “Renewal Term”) unless either party gives to the other party written notice of termination at least thirty(30) days prior to the termination of the then-existing term.
3. Scope of Work: defined in Scope of Work section.
4. 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 5.00% above the previous year’s rate with the exception of the compactor rental rate and disposal for roll offs and compactors, which will remain fixed for the duration of this Agreement. No other rate increases are permitted unless approved in advance, in writing, by Refuse Specialists or Client. In the event that a landfill imposes a change in its rates, the increase will apply to disposal when charged separately and 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 of such change.
5. Service Levels: No changes to the service level are permitted unless approved in writing, in advance, by Refuse Specialists or Client. Any change in charges resulting from increases or decreases in the service level, or from extra yards/extra pick-ups, will be calculated by using the per cubic yard rate then in effect, as described above. No deviation from the above rates, or additional charges of any type (e.g. rental, delivery, blocked container or relocation fees), is permitted unless approved in advance, in writing, by Refuse Specialists or Client. Refuse Specialists and Client will not pay for any of the items listed in the “Other Items” section in page one of this Agreement. Refuse Specialists and Client will not approve any minimum charges for compactors or rolloffs (if applicable). All terms in this Agreement apply to any additional services, including, but not limited to, permanent or temporary rolloffs. Client is not obligated to pay any unapproved charges and/or rate increases. If Client inadvertently pays an unapproved rate increase or charge, such payment shall not constitute approval and the overpayment will be credited to Client immediately upon written notification to Hauler.
6. Termination without Cause: Either party may terminate this Agreement without cause upon thirty (30) days prior written notice (a “Termination Notice”), which Termination Notice shall include a terminate date not earlier than thirty (30) days following the date of the Termination Notice (the “Termination Date”). On the Termination Date Hauler will remove all Equipment from the applicable Service Location. Any Equipment not removed from the Service Location within ten (10) days after the Termination Date will be deemed to have been abandoned by the Hauler and will be removed at Hauler’s Expense.
7. Termination for Cause/Cure: Client may terminate this Agreement for cause at any time upon 48 hours prior written notice and failure of Hauler to cure any reasonable complaint of unacceptable service within such 48 hours (the “For Cause Termination Date”). On the For Cause Termination Date Hauler will remove all Equipment from the applicable Service Location. Any Equipment not removed from the Service Location within ten (10) days after the For Cause Termination Date will be deemed to have been abandoned by the Hauler and will be removed at Hauler’s Expense.
8. Electronic Access to Invoices: Access to invoices via scheduled data transfer, online portal, email delivery or any other electronic methods will be provided to Refuse Specialists. If any form of electronic delivery or retrieval of invoices is withheld it will entitle Client to immediately terminate this Agreement upon written notice to Hauler. .
9. Damages: All Parties shall have the right to all legal and equitable remedies.
10. Notices: All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered personally, by certified mail, or Electronic Mail (“E-Mail”). All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally to the addresses at page 1 hereof.
11. Assignment: Upon the sale or transfer of the location where Hauler’s services are performed, Client may, (i) terminate this Agreement upon written notice to Hauler, as it relates to such Service Locations, or (ii) assign this Agreement, as it relates to such Service Locations, to the subsequent owner or transferee of the Service Location. Neither this Agreement, nor any of Hauler's obligations under this Agreement, shall be assignable by Hauler without the prior written consent of Client.
12. Compliance With Laws: Hauler shall observe and abide by and perform all of its obligations hereunder in full compliance with all applicable federal, state and local statutes, ordinances, codes and regulations, including fire and building codes and OSHA requirements prevailing at the time such obligations are performed.
13. Attorney Fees: In the event of any action for breach of, or to enforce or declare rights under, any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, to be paid by the losing party.
14. Indemnification. For and in consideration of the mutual promises and covenants contained in this Agreement, to the fullest extent permitted by law, Hauler shall indemnify, defend and hold harmless the Client, and their agents, representatives and affiliated entities and their officers, directors, or employees, ("Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments, costs or expenses, including but not limited to attorneys' fees, that arise out of or relate to this Agreement or the Services performed by Hauler, and arise in whole or in part out of any act or omission to act, or negligence, or willful misconduct or material breach of this Agreement by Hauler. Notwithstanding the foregoing, the Hauler shall not indemnify Indemnitees for claims, damages, losses, liens, causes of action, suits, judgments, costs or expenses resulting from the sole negligence, or willful, wanton or intentional misconduct of Indemnitees.
15. Subrogation and Release: Hauler waives its subrogation rights against the Additional Insureds , and agrees to look solely to its insurers and releases the Additional Insureds with respect to any claims (including but not limited to claims for bodily injury and property damage) which are caused by or result from (i) risks insured against under any valid and collectible insurance contract or policy carried by Hauler and in force at the time of any such injury and/or damage or (ii) risks which would be covered under any insurance required to be obtained and maintained by Hauler under this Agreement, even if such required insurance is not in fact obtained and maintained.
16. 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.
17. Limitation On Liability: Hauler agrees that its recourse against Owner under this Agreement shall be strictly limited to Client's interest in the Service Location Hauler is servicing under this Agreement and at which the incident occurred that could give rise to Hauler’s recourse against Client , and that Hauler shall have no resource to any other assets of Client whatsoever, or to any assets of any partner, director, officer, employee, or other representative of Client for the satisfaction of any of Client’s obligations hereunder.



Hauler Initials



Client Initials

***Terms and Conditions (Continued):***

1. 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 venturer or partner of any of the other.
2. Independent Contractor: Hauler is an independent contractor and all persons employed to furnish services hereunder are employees of Hauler and not of Client or Refuse Specialists. Hauler agrees that it is solely responsible for all payments due or to become due to all its employees, subcontractors or materials suppliers. Hauler shall not enter any collective bargaining agreement or other labor union agreement without Client’s prior written consent.
3. Mechanics Liens: Hauler agrees that if any mechanic's lien is filed against all or any portion of a Service Location for work done, services claimed to have been rendered, or materials claimed to have been furnished in connection with or pursuant to the provisions of this Agreement, then Hauler shall cause such mechanic's lien to be discharged within 10 days after filing, at Hauler's expense, by: (a) filing the bond required by law; or (b) providing Client with a court order discharging the lien; or (c) providing Client with another form of protection against such lien which is acceptable to Client, in its sole discretion. Upon Hauler's failure to comply herewith, Client may proceed to discharge such lien at Hauler's expense.
4. Waiver Of Trial By Jury: Client and Hauler hereby waive, where permitted by law, trial by jury on any matter brought by either of them against the other arising out of or in any way connected with this Agreement and/or any claim for injury or damage arising hereunder.
5. Waiver: The waiver by one party of the performance of any covenant, condition or promise hereunder shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy shall not exclude other consistent remedy.
6. 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.
7. Insurance: Hauler and each subcontractor (if any) who may be engaged by the Hauler agrees to maintain in full force and effect at all times while it has any obligations under this Agreement, policies of insurance issued by insurance companies with a minimum A.M. Best's rating of A-:VII, which affords the following coverage and minimum insurance limits. The Hauler shall have responsibility to enforce its subcontractors’ compliance with these insurance requirements.
   1. Workers’ Compensation & Employer’s Liability Insurance with statutory limits afforded under the laws of the state in which the services are to be provided for Workers’ Compensation, and Employer’s Liability limits of $500,000 each accident, $500,000 disease policy limit, and $500,000 disease each employee.
   2. Commercial General Liability Insurance including but not limited to coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, and Independent Contractors, with limits of no less than $1,000,000 Per Occurrence and $2,000,000 General Aggregate, per Project.
   3. Automobile Liability Insurance covering Bodily Injury and Property Damage arising out of Owned, Non-Owned and Hired vehicles, with limits no less than $1,000,000 Combined Single Limit per accident.
   4. All-Risk Property Insurance or Hauler’s Equipment Insurance covering the Hauler’s property, tools and equipment used and necessary in the performance of services under this Agreement.



Client Initials



Hauler Initials

* 1. Umbrella/Excess Liability Insurance coverage on a follow form basis with limits not less than $5,000,000 Per Occurrence/General Aggregate on a Per Project aggregate basis, for the period of time required in the underlying General Liability policy, excess of Commercial General Liability and Automobile Liability.
  2. The following entities shall be named as Additional Insured’s to the Commercial General Liability, Auto Liability, and Umbrella/Excess Liability insurance policies described above. If the certificate of insurance has any disclaimers regarding Additional Insured status, Hauler shall provide the endorsement(s) to the policy(ies) to Client. The Additional Insureds will be entitled to the limits stated in this Agreement, or the full limits of the insurance policies maintained by the Hauler, whichever is greater.
     1. “[LEGAL NAME OF THE CLIENT]; Piedmont Office Realty Trust, Inc.; Piedmont Office Holdings, Inc.; Piedmont Office Management, LLC; Piedmont Operating Partnership, L.P. and their associated, affiliated and subsidiary companies, owners, directors, officers, managing agents, and fiduciaries as they exist.”
  3. All Liability insurance shall be primary and non-contributory to coverage carried by Additional Insureds.
  4. Concurrent with Hauler’s execution of this Agreement and prior to performing any work, Hauler shall furnish Certificates of Insurance to Client evidencing required insurance coverage and stating that not less than 30 days prior written notification shall be given to Client in the event of cancellation.
  5. Hauler shall carry the above-indicated insurance at its own expense.

# 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 by each Service Locations at which Hauler provides Services hereunder including municipal solid waste, construction waste and bulk waste (collectively, the "Waste Material"). Waste Material specifically excludes radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biomedical, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Hauler will provide all necessary approvals, permits, material, Equipment (defined below) and labor to properly perform the Services described in the Agreement and this Schedule 1. 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 from a 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 newly refurbished with "ease of use" access through container doors and/or lids. Each new container shall also include Hauler's logo and business phone number.
   3. Hauler's employees shall be fully clothed in a professional manner. Such employees shall not play loud music, etc. that are disturbing to 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.
      2. Unless otherwise set forth herein, all Equipment furnished by Hauler shall remain the property of Hauler. Client shall not modify the Equipment or use it for any purpose other than the purposes set forth herein.
      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. Client is not responsible for payment of any containers that may be set on fire, damaged or destroyed by unrelated parties.
      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 changed out within five (5) days of notice thereof from Client to Hauler. Any container must be replaced at the Hauler’s expense in the event the container was not damaged or destroyed at the fault of the Client.
      6. Service Location containers must be placed inside a corral at all times (if applicable).
      7. Steam cleaning of containers is done once a year at no cost to the Client. Additional requests for steam cleaning are done at a cost of $25.00 per container charged to the Client.
   6. Service.
      1. If the Equipment is inaccessible, such that the regularly scheduled collection cannot be made, Hauler will promptly notify the Client and afford a reasonable opportunity for the Client to provide access.
      2. Hauler shall remove Waste Material from the Service Location based on each Service Location’s need as determined by Client.
      3. Trash that may fall from a container or truck in the process of being removed from the Service Location shall be picked up by Hauler.
      4. For roll-off/compactor service, Hauler agrees to pick-up the container within four (4) hours of initial call.
   7. Extra Collections.
      1. Hauler shall provide extra collections of bulk and/or construction debris as needed when requested by Client or by Client’s Authorized Representative. 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 Client or Client’s Authorized Representative
      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.
      5. 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.



Hauler Initials



Client Initials