# <PropertyName> SERVICE CONTRACT

THIS AGREEMENT, dated as of **<MM/DD/YYYY>** by and between Stream Realty Partners - DFW, L.P., (hereinafter referred to as "Manager") as managing agent for **<PropertyLegalName>**, (hereinafter referred to as "Owner"), and **<HaulerLocal>** (hereinafter referred to as "Contractor").

**WITNESSETH**

WHEREAS, Manager desires to avail itself of the services of Contractor to provide solid waste/recycle collection and disposal services (the “Service”) for that certain property located at **<PropertyAddress>** (the “Property”), and Contractor is willing to so act,

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties agree as follows:

1. **TERM:**

Manager, on behalf of Owner, hereby engages Contractor as an independent contractor, to perform and provide Service hereinafter described for a period of twelve months, commencing on **<ContractBeginDate>** that new waste pricing or service levels become effective and expiring 12 months thereafter and continuing month to month thereafter unless otherwise terminated. Manager or Owner may terminate this agreement immediately upon written notice to Contractor in the event of the sale of all or any portion of the Property, or at any time by giving Contractor thirty (30) days prior written notice of its election to terminate. Contractor may terminate this agreement by giving Manager written notice ninety (90) days prior to the one-year anniversary date of the commencement of this agreement, and at ninety (90) days prior to each anniversary date during the time which this agreement may remain in effect.

1. **SERVICES TO BE PERFORMED:**

For the consideration hereinafter set forth in Paragraph Number 3 hereof, Contractor agrees to perform contractor services for Property in accordance with the schedule and in the manner specified in the specifications which are attached hereto as "Exhibit A" and made a part hereof by reference.

1. **CONSIDERATION**

Manager shall pay Contractor on a monthly basis as defined in Exhibit A plus applicable sales tax in accordance with the provisions of Paragraph Number 2 of this agreement, entitled "Services to be performed".

1. **RELATIONSHIP OF THE PARTIES:**

Contractor does hereby state, represent and warrant that it is an independent Contractor. In no event and/or under no circumstance shall Contractor, in the performance of its obligation 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 the compliance with any and all worker's compensation laws or similar employer obligations or requirements with respect to its employees, and Contractor hereby agrees to indemnify, and save harmless Owner and Manager, and any affiliate subsidiary, employee or parent corporation against any and all liability therefore.

1. **COMPLIANCE WITH LAWS AND REGULATIONS:**

Contractor agrees to comply with all Federal, State and Local laws, ordinances and/or rules and regulations in connection with the performance of its services and obligations under this agreement. In addition, Contractor agrees to provide a copy of the {Texas} Sales and Use Tax Permit which is attached hereto as "Exhibit B".

1. **AGREEMENT OF INDEMNITY:**

Contractor shall fully defend, indemnify, and hold harmless Manager and Owner, their respective directors, officers, agents, affiliates and employees, from and against any and all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorney's fees), for any loss arising out of or incident to or in connection with the performance of said work and resulting from Contractor's failure to perform its obligations under this contract (other than a loss arising from the sole or gross negligence of Manager and Owner)

Contractor shall at all times carry on and maintain at the Contractor's sole expense, on all operations hereunder: Worker's Compensation and Employer's Liability covering all of its employees; Comprehensive General Liability Insurance with limits of liability not less than: $1,000,000 combined single limit. Contractor shall also provide Umbrella Liability coverage in excess of the Employer's Liability, Automobile Liability and Comprehensive General Liability listed above in an amount not less than $2,000,000 per occurrence/$2,000,000 aggregate.

Before Contractor performs work at or on premises or delivers material to site of construction, Contractor shall furnish foregoing insurance coverage. The certificates of liability insurance shall state that the policies insure the Owner and Manager as Agent, against liability for all claims arising out of or in connection with work to be performed by the Contractor, and the policy insures the performance of the Contractor's obligation to indemnify and to hold the Owner and Manager, free and harmless from injury to persons or damages to property of contract agreement. Said certificates shall provide that insurance will not be canceled or reduced without thirty (30) days prior written notice to Owner and Manager.

Contractor shall maintain all of the foregoing insurance coverage in full force and effect, and in accordance with "Exhibit C" (titled Insurance Requirements for Service Contracts), until the work under this agreement is fully completed. The requirements for carrying the foregoing insurance shall not derogate from the provision for indemnification of Owner and Manager, by Contractor.

Contractor shall look solely to Owner for performance under this contract and recourse against Owner hereunder shall be limited to proceeding against Owner's interest in the project or the proceeds of disposition of the Project.

1. **PERMITTED ASSIGNMENT:**

Contractor may not assign this contract without the prior written consent of Manager. If Contractor does assign this contract without the prior written consent of Manager, Manager may immediately terminate this contract without penalty.

Notwithstanding any other provision of this Agreement, Owner or Manager shall be permitted to assign all of its right, title and interest in and to this Agreement to any other entity that is directly or indirectly wholly-owned by Owner or Manager. Such permitted assignment shall include any assignment that may be deemed to occur by operation of law in connection with any merger or consolidation of Manager with and/or into any other entity directly or indirectly wholly-owned by Stream Realty Partners, L.P. (an “Intragroup Merger”). Any such Intragroup Merger shall not be deemed a breach of, cause a default or trigger any right of termination under, any other provision of this Agreement.

1. **NOTICES:**

All notices or other writing in this agreement provided to be given shall be deemed to have been fully given, made or sent when deposited in the United States mail, certified or registered, and postage prepaid and address as follows:

MANAGER: **Stream Realty Partners - DFW, L.P.**

**c/o Refuse Specialists**

PO BOX 2410-RFS812

Omaha, NE 68103-2410

(805) 482-5895 (Phone)

(805) 388-2954 (Fax)

The address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice given by such party as above described.

1. **CONFLICT:**

Should there be a conflict between this service contract and any of the Schedules or Exhibits attached hereto, this service contract shall take precedence.

1. **EMPLOYEE QUALIFICATIONS:**
2. **PATENT INFRINGEMENT:**

Contractor warrants that none of the methods or materials used by Contractor will infringe any patent, trademark, copyright or other right of any third party. Contractor further agrees, at its sole cost and expense, to protect, defend and save harmless Manager and Owner, their affiliated companies and their shareholders, directors, officers, agents, and employees, and their successors and assigns, from all costs, expenses or damages arising out of any such infringement or claim of infringement.

1. **CONFIDENTIALITY OF INFORMATION:**

Contractor recognizes that in performing services under this Agreement it will be given access to Manager’s/Owner's premises, processes and documents as required for performance of this Agreement. Contractor agrees as follows with regard to any and all information and documents it comes into possession of while performing services hereunder:

a. To keep in confidence and prevent disclosure to any persons or organizations outside its organization, or to any persons within its organization not having a need to know, all information heretofore or hereafter provided to Contractor by or on behalf of Manager or Owner or their designee, provided, however, that Contractor shall not be liable for disclosure or use of such information if it:

1. was in the public domain at the time it was disclosed;
2. was known to Contractor at the time of receipt (other than by previous disclosure by Manager);
3. is required to be disclosed to any governmental authority in the performance of the obligations of either party related to this Agreement or required to be disclosed pursuant to subpoena or court-ordered related matter;
4. was independently developed by Contractor; or
5. becomes known to Contractor from a source other than Manager or Owner or their affiliates without breach of this Agreement by Contractor.
   1. At the conclusion of performance under this Agreement, upon Manager’s request and at Manager 's expense, to turn over to Manager copies of all notes, tapes, drafts, files, data, drawings and every other tangible piece of information collected or prepared while performing services hereunder.
6. **OWNERSHIP AND USE OF DOCUMENTS AND INVENTIONS:**

All drawings and specifications, computations, sketches, test data, survey results, photographs, renderings, models and other materials peculiar to the services prepared by Contractor or Contractor's consultants shall be and remain the property of Manager/Owner and for its exclusive use and re-use at any time without further compensation and without any restrictions; provided, however, that if Manager/Owner uses such drawings, specifications or other documents or data for any other project, Manager/Owner shall indemnify Contractor for any claims or liabilities incurred by Contractor and resulting therefrom, other than any such claims relating to the negligence, gross negligence, or intentional misconduct of Contractor. Contractor shall treat all such materials and information as confidential, and Contractor shall neither use any such materials or information or copies thereof on other work nor disclose such material or information to any other party without Manager’s/Owner's prior written approval.

1. **BINDING EFFECT:**

It is the intention of the parties hereto that the terms, conditions and provisions of this agreement shall be legally binding upon and insure

to benefit of and be enforceable by each of the parties hereto and their respective successors and assigns

1. **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 ("Property/Manager") and the ("Contractor").

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the date below.

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| **CONTRACTOR:** |  | **OWNER:** |
| <HaulerLocal> |  | **Stream Realty Partners - DFW, L.P., a Texas limited partnership as authorized representative** |
| Contractor |  | Owner |
|  |  |  |
| Contractor Signature |  | Owner Signature |
|  |  |  |
| Print Name |  | Print Name |
|  |  |  |
| Title |  | Title |

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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: | | | 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: | | | 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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| ***Equipment and Services:*** | | | | | | | | | | | | | | | **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>% not more than thirty (30) days prior to and not after the annual anniversary date of this agreement when approved in writing in advance  of the anniversary date by Refuse Specialists. | | | | | | | | | | | | | | | | | | |
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| Payment Terms: | The undersigned individual signing this Agreement on behalf of Client acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Client. ***TERMS: <HaulerPaymentTerms>*** | | | | | | | | | | | | | | | | | |
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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. Hauler shall take all necessary steps to secure the Equipment and materials used in connection with the Services.
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, not more than thirty (30) days prior to and not after the annual anniversary date of this agreement up to <APValue>% above the previous year’s rate. No rate increases are permitted (including annual increases) 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 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. 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. Refuse Specialists 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.
5. Termination: In event of termination, 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 deemed to have been abandoned by the Hauler and will be removed at Hauler’s Expense.
6. Cure: Hauler has 48 hours to cure any reasonable complaint of unacceptable service. Failure to cure reasonable complaint of unacceptable service is an automatic termination of this Agreement.
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 Authorized Client Representative, 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 Related Parties arising, directly or indirectly, out of or in connection with the acts or omissions 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, 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.
12. Assignment: Upon the sale, 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, or business owner contained thereon. 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 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 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 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 Schedule I 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. 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 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’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 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 Authorized Client 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 an authorized employee of Client or Authorized Client 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 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.

**EXHIBIT C - INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS**

MANAGER: Stream Realty Partners - DFW, L.P.

OWNER: <PropertyName>

PROPERTY ADDRESS: <PropertyAddress>

CONTRACTOR: <HaulerLocal>

SERVICE: See Exhibit A

ADDITIONALLY INSURED: Legal Entity. (Owner) and

Stream Realty Partners - DFW, L.P. (Manager)

Note: A “Blanket Additional Insured Endorsement” is generally acceptable in lieu of specifically naming the building owner and Stream as additional insureds. The Certificate of Insurance should include language as listed below and also include a copy of the blanket endorsement.

“The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status as required by written contract that requires such status, subject to policy terms and conditions.”