|  |  |
| --- | --- |
| <MonthDayYear> | |
|  | |
| TO: <HaulerLocal>  Fax #: <HaulerFax>  Phone #: <HaulerPhone> | |
|  | |
| RE: Agreement for Waste Disposal Services between <HaulerLocal> and <ClientName> | |
|  | |
| This is to inform you that your company has been awarded the following contract for waste disposal services at the location(s) listed below: | |
|  | |
| <OriginalClientName>  <PropertyName>  <PropertyAddress>  <PropertyCityStateZipCode> | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
| The following terms apply to the waste disposal rates and service level stated below: | |
| 1. 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 3.00% above the previous year's rate. No other rate increases are permitted unless approved in advance, in writing, by Refuse Specialists. 2. The rate for compactor rental (if applicable), will remain fixed for the term of the agreement, without increase. 3. 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. 4. 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 not approve energy surcharges, finance charges, administrative fees, environmental fees, document fees, overhead costs, late fees within 30 days 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. 5. In the event unapproved charges are not removed within 5 (5) days of receipt of a written request from Refuse Specialist via email to remove unapproved charges, client has the right to terminate this agreement immediately upon email notification to the waste hauling vendor. 6. Upon the anticipated sale of the Property by the Owner of the Property, the Owner of Property shall have the right to terminate this Agreement upon written notice to hauler and the Agreement shall be deemed terminated as of the date set forth in Owner's termination notice. | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
|  | |
| This service level and rates will be as follows: | |
|  | |
| **Equipment & Services** | |
|  | |
| <List of Service Level Items> | |
|  | |
| **Exempted Items** | |
|  | |
| <List of Exempted Items> | |
|  | |
| This will be effective on the following date: <ContractBeginDate>  The term is for <ContractDuration> | |
|  | |
|  | |
| Please also take note of the attached Client Authorization Statement, which is made part of this agreement by this reference. All billing invoices for this account should be sent to the following address: | |
|  | |
| <OriginalClientName >  <PropertyName>  400 West Ventura Blvd., Suite 200  Camarillo, CA 93010 | |
|  | |
| If any of the above information is not correct, call me immediately at 805-482-5895.  Please acknowledge your acceptance of these terms by signing where indicated below. Please fax a copy within 24 hours (FAX # 805/388-2954) and mail the original to Refuse Specialists at the above address. | |
|  | |
| Thank you for your assistance. I am looking forward to working with you to serve our mutual customer. | |
|  | |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Accepted by and Date – Republic Services |
| Sincerely,  <ClientName> |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name of person signing on behalf of client) |  |