**SERVICES CONTRACT**

THIS SERVICES CONTRACT (“Contract”) is made and entered into as of this (<ContractBeginDate>) by and between <PropertyLeagelNameOnTemplate> (“Owner”) as represented by its agent <ClientName> ("Agent") and the undersigned independent contractor <HaulerLocal> ("Contractor").

1. Owner owns the real property known as <PropertyName> and located at <PropertyAddress>,<PropertyCityStateZipCode> ("Property").
2. Owner has engaged Agent to manage the Property, and Agent is authorized to enter into this Contract for, and on behalf of, Owner.
3. Owner desires to engage Contractor to perform certain services with respect to the Property, and Contractor agrees to perform the services specified herein in accordance with all of the terms and conditions contained herein.

In consideration of the foregoing, the parties hereto agree as follows:

1. **TERM AND TERMINATION.** This Contract shall commence on <ContractBeginDate> (“Commencement Date”) and shall terminate on <ContractEndDate> (such period being the “Term”), unless sooner terminated as provided herein. At Owner’s option, the Term shall automatically be extended on a month-to-month basis.

X Check here if the term shall be automatically extended.

Owner or Agent may terminate this Contract at any time for any reason upon written notice to Contractor. Contractor may terminate this Contract for any reason upon thirty (30) days written notice to Owner. Upon either event, Contractor shall cooperate with Owner in effecting a professional and smooth transition in conjunction with any contractor chosen to replace Contractor. All items, including, but not limited to, equipment, records, receipts, materials, and supplies that are the property of Owner shall be left on the Property in a neat and orderly condition. All keys and/or access cards shall be surrendered to Owner upon completion of the Services or termination of this Contract. If any items are lost or unaccounted for (including keys and/or access cards), Contractor shall be charged, at the current market value or actual cost, to replace such items, and such costs shall be invoiced, or deducted from amounts owing, to Contractor. If this Contract is terminated, Owner’s liability shall be limited to the unpaid balance for Services properly rendered through to the date of termination.

1. **SCOPE OF SERVICES/CONTRACT FEE.** Contractor shall provide to Owner the scope of services specified in Exhibit A, attached hereto and incorporated herein by reference (the "Services"). For the proper performance and completion of the Services, Owner shall pay to Contractor the amount of fees (the “Fees”) set forth in Exhibit A. Unless otherwise specified in Exhibit A, the Fees shall be paid within forty-five (45) days of receipt by Agent of a detailed invoice for the Services, and such invoice shall include any supporting documentation and lien releases as Owner, in its sole and absolute discretion, shall require. Contractor shall include with such invoice any supporting documentation and lien releases for itself and any of its subcontractors (including sub-subcontractors), other third parties, or suppliers (collectively, “Subcontractor”) as Owner may require.
2. **SERVICES PRIOR TO EXECUTION.** Notwithstanding that this Contract is effective as of the Effective Date, the parties acknowledge that, to the extent any portion of the Services are, or have been, performed prior to the Effective Date, all such Services shall be deemed to be a part of the Services. Contractor shall not be entitled to additional compensation for such activities and Services performed or provided prior to the Effective Date except as expressly agreed in writing.
3. **PERFORMANCE OF THE SERVICES.** Contractor shall be responsible for all work, including all work done by Subcontractors, and all risks associated with such work, done in connection with the performance of the Services.
4. **ROLE OF AGENT.** Contractor shall take all direction from Agent as if given by Owner. Agent is not, and shall not be, liable for any obligations or liabilities of Owner. Contractor agrees to look solely to Owner for any payments of any kind due to Contractor or for interest and collection of fees incurred by Contractor in making collection of any sums that are due and payable. Contractor acknowledges and agrees that it shall have no recourse of any kind against Agent, and to the greatest extent allowed by law, Contractor releases Agent from any and all liability whatsoever. For greater clarity, Contractor acknowledges that Agent is executing this Contract as Owner’s agent and on Owner’s behalf.
5. **RELATIONSHIP OF THE PARTIES.** Nothing in this Contract shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties hereto for any purpose. Contractor’s employees shall not be entitled to any benefits accorded to employees of Owner or Agent. Contractor is an independent contractor and shall not have the authority to bind or commit Owner or Agent in any manner.
6. **CONTRACTOR WARRANTY.** Contractor represents and warrants that (i) it has the full power and authority to enter into this Contract and discharge its duties hereunder, (ii) it has the necessary qualifications, skills, experience, and capabilities to perform the Services in a safe, professional, and accurate manner, (iii) all of Contractor’s employees providing, or who may, at any time, provide, the Services, or any portion thereof, are legally permitted to work in the United States, (iv) it has completed I-9, Employment Eligibility Verification forms for all such employees described in (iii) above (which forms and related payroll records shall be available to Agent and Owner upon request), and (v) it has all licenses, approvals, authorizations, certifications, and permits, including, but not limited to those for the state, city or county in which the Property is located, to perform the Services. Contractor shall maintain such licenses, approvals, authorizations, certifications, and permits, at its own expense, for the duration of this Contract. Contractor shall require similar warranties by any and all Subcontractors used to provide any portion of the Services.
7. **EMPLOYEES AND SUBCONTRACTORS.** Contractor shall not delegate or subcontract any portion of the Services without Owner’s prior written consent. Contractor shall provide adequate supervision of its employees and Subcontractors at all times while they are at the Property. Any and all employees or Subcontractors of Contractor who are not satisfactory to Owner or Agent for any reason shall be immediately replaced with others who are satisfactory to Owner or Agent. In addition, any and all employees or Subcontractors of Contractor shall be properly uniformed or suitably attired, as the case may be.
8. **MATERIALS AND WORKMANSHIP.** Contractor shall provide all skilled labor and tools, materials, supplies, and equipment (including any incidental items whether or not particularly specified herein) (collectively “Materials”) to safely and properly complete the Services in accordance with the terms, conditions, and specifications of this Contract, as determined by Owner in its sole and absolute discretion. All Materials and workmanship shall be of the highest quality, and all Materials shall be used solely for the intended purposes.

Contractor shall ensure that all Materials and workmanship shall be free from known defects for a period of one (1) year, plus any manufacturer warranty, unless otherwise specified in exhibit(s) attached hereto. Contractor shall repair or replace, or cause to be repaired or replaced, at Contractor’s expense, any and all defective Materials or workmanship. Owner shall give Contractor notice of defects with reasonable promptness after discovery of such defects, and Contractor shall remedy such defects within thirty (30) days of receipt of such notice. In addition, Contractor shall obtain, with full force and effect for the benefit of Owner, any product manufacturer or other such warranties.

Final payment, other provisions of this Contract, or the expiration or termination of this Contract shall not relieve Contractor of responsibility for remedying defects in Materials or workmanship at its sole cost and expense.

1. **INSPECTIONS AND ACCEPTANCE.** Owner, its representatives, and Agent shall, at all times, have access to evaluate the Services, whether in preparation or progress, and Contractor shall provide proper facilities for access and inspection. The Services shall be subject to inspection and acceptance by Owner, and Contractor shall promptly correct any and all Services rejected by Owner. No payment shall be made to Contractor on account of the Services until after Owner’s acceptance of the Services. Should Contractor fail to carry out any part of this Contract, Owner may have the Services, or any portion thereof, completed by others and shall have the right to deduct the cost thereof from the amount owed to Contractor and to charge Contractor for any additional costs incurred by Owner resulting from Contractor's failure to perform.
2. **LAWS AND STANDARD OF CARE.** Contractor shall perform the Services (i) in accordance with all rules, laws (including, but not limited to local, state, or federal), ordinances, regulations, codes, and other legal requirements (collectively, “Laws”), (ii) to the standard of care, skill, and diligence of an experienced service provider in the same field, and (iii) in a competent, efficient, lawful, and ethical manner. If Contractor provides any Services knowing them to be contrary to any of the foregoing, Contractor shall liable for all Claims arising therefrom or in connection therewith and shall indemnify, defend, and hold harmless the Indemnitees (as that term is defined herein) from same.
3. **ENVIRONMENTAL MATTERS.** Contractor shall not direct, suffer, or permit any of its employees, agents, or Subcontractors to, at any time, handle, use, manufacture, store, or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives, or any substance subject to regulation (collectively "Hazardous Materials") by or under any federal, state, or local laws and ordinances relating to the protection of the environment or the keeping, use, or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments thereto, and all rules and regulations issued pursuant to any of the foregoing (collectively "Environmental Laws") in, on, or about the Property. Contractor shall not direct, suffer, or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws or allow the Property or environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing and subject to Owner's prior written consent, Contractor, and only those employees of Contractor who are fully qualified to do so, may handle, store, use, or dispose of Hazardous Materials to the extent customary and necessary for the performance of Services hereunder, provided that Contractor shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Property or the environment. In the event of an accidental release of Hazardous Materials on, in, or adjacent to, the Property, Contractor shall immediately notify Owner and Agent in writing of same. Contractor shall indemnify, defend, and hold the Indemnitees (as that term is defined herein) harmless from and against any and all Claims (as that term is defined herein) arising out, resulting from, or in connection with any release and/or any subsequent cleanup of Hazardous Materials arising from the negligence or willful misconduct of Contractor, Subcontractor, or any party for whom Contractor and/or Subcontractor may be responsible at law, including, but not limited to, their respective employees and agents.
4. **LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED).** Contractor acknowledges that Owner or Agent may be seeking, or may have achieved, LEED certification status. Contractor shall use best efforts to pursue and implement eco-friendly, energy efficient, sustainable, and/or green materials, methods, and processes in accordance with LEED requirements. Owner and/or Agent may provide, and Contractor shall abide by, guidelines and specific requirements with regard to Owner’s and/or Agent’s policies and recommendations concerning eco-friendly, energy efficient, sustainable, and/or green materials, methods, or processes.

Prior to performing the Services, or any portion thereof, Contractor shall submit to Agent information regarding materials, tools, methods, and practices it intends to use for any and all Services to be performed. In the event eco-friendly, energy efficient, sustainable, or green products, materials, or methods cannot be implemented despite Contractor’s best efforts, Contractor shall notify Agent of same. In the event that there are additional charges as a result of using different materials or methods, Contractor shall obtain prior written approval of the additional charges prior to performing the Services.

In the event that Contractor utilizes methods, tools, practices, or materials without Agent’s or Owner’s prior written consent, causing the LEED certification status designation to be voided or lost, Contractor shall be financially liable to reinstate policies, procedures and certification to LEED compliance at the Property.

1. **CONDITION OF SITE AND RESTORATION.** During performance of the Services and prior to leaving the Property, all surplus materials, containers, and rubbish brought onto, or created at, the Property by Contractor, or Contractor's employees, agents, or Subcontractors, shall be removed in such a way as to minimize inconvenience to Owner and Owner’s tenants. Contractor shall be responsible for proper disposal, including reuse or recycling, of materials discarded in connection with the Services in accordance with Agent’s published Waste Management Plan.
2. **INSURANCE.** For the Term of this Contract and for a period of three (3) years subsequent to the expiration or termination hereof, Contractor shall obtain and maintain insurance in accordance with Exhibit B or Attachment 1, as applicable, which are attached hereto and incorporated herein by reference.
3. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold Owner, Agent and each of their respective parents, subsidiaries, affiliates, related entities, and all such officers, directors, trustees, managers, partners, members, agents, employees, representatives, successors, and assigns (collectively, the “Indemnitees”) harmless from and against any and all losses, costs, claims, damages, injuries, demands, settlements, judgments, expenses, fines, penalties, or liabilities of any nature or kind, including reasonable attorneys' fees, court costs, out of pocket expenses, and fees of expert witnesses (collectively, "Claims"), arising from, relating to, or in connection with: (a) Contractor’s or Subcontractor’s (including any party for whom Contractor or Subcontractor may be responsible at law) (collectively “Vendor”) performance or non-performance of the Services, (b) Vendor’s acts that are outside the scope of this Contract, (c) Vendor’s negligence, willful misconduct, violation of law, or breach of this Contract, (d) Vendor’s use, employment, engagement, or otherwise, of an employee, agent or other personnel who is, or who is alleged to be, unauthorized to work in the United States under applicable law, or (e) Vendor’s completion, improper completion (or lack thereof, in whole or in part) of I-9, Employment Eligibility Verification forms for any of its employees or agents used to provide Services as required by applicable law.
4. **LIMITATION OF LIABILITY.** Contractor shall not make any claim or demand against the Indemnitees or persons for whom the Indemnitees are responsible at law, for any injury, including death, or any loss of or damage to, property suffered or sustained by the Contractor, its employees, or persons for whom the Contractor is responsible at law, arising out of or connected with this Contract, the performance of the Services hereunder, or anything not done or maintained as required hereunder, and Contractor hereby waives as against the Indemnitees and persons for whom the Indemnitees are responsible at law, all such claims or demands. Contractor shall obtain similar waivers from any and all Subcontractors used to provide any portion of the Services.

If Contractor recovers any judgment against Owner or any of its partners, shareholders, members, managers, officers, directors, employees, or agents (collectively, “Owner Representatives”) for any default by Owner under this Contract, such judgment shall be satisfied solely out of Owner’s interest in the Property, and neither Owner nor the Owner Representatives shall be personally liable for such default.

1. **REIMBURSEMENT FOR PAYMENT.** In the event that Contractor fails or neglects to make any payment or perform any act required by this Contract, Owner may, at its option, make the payment or perform, or cause to be performed, any such act. Contractor agrees that it shall promptly reimburse Owner for any expense incurred by Owner as a result thereof, including interest at the maximum rate allowed by law from the date of payment.
2. **LIENS.** Contractor shall keep the Property free from any liens arising out of the Services, labor, Materials, or any obligations incurred by Contractor, and Contractor shall indemnify, hold harmless and defend the Indemnitees from any liens and encumbrances arising out of any Services, labor, Materials, or obligations incurred by or at the direction of Contractor. If any claim or lien is filed against the Property or any part thereof, the party receiving notice of such lien or action shall immediately give the other party written notice thereof. If Contractor fails, within twenty (20) days following the imposition of any lien, to cause such lien to be released of record by payment or posting of a proper bond, Owner shall have, in addition to the remedies provided herein and by law, the right (but not the obligation) to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Owner and all costs and expenses incurred by Owner in connection therewith (including reasonable attorneys' fees and costs) shall be payable to Owner by Contractor on demand, with interest at the maximum rate allowed by law from the date of expenditure through the date of payment by Contractor. At the sole discretion of Owner, any such costs or expenses may be set off against any and all amounts or Fees payable or owing to Contractor by Owner.
3. **TAXES.** Contractor shall pay all sales, use, employment, and other taxes of every kind applicable to the performance of this Contract and shall reimburse Owner for any such taxes paid by Owner.
4. **RIGHT TO AUDIT.** Owner, Agent, and/or Owner’s representatives may inspect and audit Contractor’s books and records with respect to this Contract at any time during Term and for four (4) years following termination or expiration of the Term.
5. **NO THIRD PARTY BENEFICIARIES.** There are no intended third party beneficiaries of this Contract.
6. **WAIVER.** Owner’s waiver of any breach or failure to enforce any term of this Contract shall not be deemed a waiver of any breach or right to enforce which may thereafter occur.
7. **NOTICES.** All notices or statements to be given or submitted under the terms of this Contract shall be addressed to the intended recipient; shall be transmitted personally, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery; and shall be deemed to be delivered when tendered for delivery to the addressee at the address set forth beneath its signature below or to other such address as may be specified from time to time by written notice given by Owner, Agent or Contractor.
8. **ARBITRATION; ATTORNEYS’ FEES.** In the event of any disagreement between the parties as to the interpretation, enforcement, or breach of this Contract, either party may demand arbitration of such dispute by service of a written demand for arbitration upon the other party, provided such matter is not the subject of pending litigation. Arbitrator costs shall be paid one-half by Owner and one-half by Contractor unless the arbitrator shall determine that either party has taken its position frivolously or without substantial merit, in which case such party shall bear all arbitrator costs. In the event of a dispute involving nonpayment by Owner to Contractor, pending a final resolution by arbitration, Owner shall pay Contractor any undisputed amounts owing. No court action upon this Contract or any dispute or claim arising hereunder shall be filed or heard if arbitration proceedings as provided herein have first been invoked. Any decision and/or award in arbitration shall be final and binding on the parties.In the event that any action is instituted with respect to this Contract, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, together with its costs, including expert witness fees, and included in or with the judgment awarded in such action.
9. **NON-DISCRIMINATION.** Contractor shall not deny this Contract’s benefits to any person, or discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, or any other applicable protected classification. Contractor shall take affirmative action to ensure that the evaluation and treatment of employees are free from such discrimination. Contractor shall, unless exempt, abide by the terms of all applicable federal, state, and local non-discrimination provisions. Contractor shall include this non-discrimination clause in all subcontracts, if permitted, for any portion of the Services and shall notify all labor organizations with which it has a collective bargaining agreement of its obligations under this Section.
10. **OFAC.** Contractor represents and warrants that neither Contractor, nor any persons or entities holding any legal or beneficial interest whatsoever in Contractor, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” If any of the foregoing representations are or shall become untrue at any time during the Term, an event of default shall be deemed to have occurred, entitling Owner to exercise the remedies under this Contract, and Contractor shall indemnify, defend, and hold the Indemnitees harmless from any and all Claims arising from Contractor’s breach of this Section.
11. **CONFLICTS OF INTEREST.** Contractor shall not enter into any contracts that would conflict with its obligations, or render it incapable of satisfactorily performing, hereunder.
12. **CONFIDENTIALITY; RELEASE OF INFORMATION.** Contractor shall hold confidential all information (i) obtained from, or in the possession of, Owner, Agent, or tenants of the Property (each, a “Tenant”), or (ii) generated on behalf of Owner, Agent, or Tenant, or (iii) otherwise obtained in connection with the performance of Services. Contractor shall not use, misappropriate, or disclose such information without Owner’s, Agent’s, or Tenant’s, as applicable, prior written consent, which may be withheld in such party’s sole discretion. Notwithstanding the foregoing, Contractor’s obligations shall not apply to information in the public domain or lawfully acquired from a third party so long as such third party is not in breach of any of its confidentiality obligations.

Contractor shall not, without the prior written approval of Owner, make any news releases, public announcements, denials, or confirmations of any part of the subject matter of this Contract, or disclose any privileged or confidential information obtained in connection with this Contract to any third party.

1. **OWNERSHIP OF DOCUMENTS; TITLE.** Owner shall at all times own and hold all common law, statutory, and other reserved rights, including copyrights, to all reports, specifications, drawings, or other documents, including those in electronic form prepared and/or developed by Contractor or at Contractor’s direction (*e.g.*, by its Subcontractors) in connection with the Services, in whatever format (collectively, “Documents”). Contractor shall execute documents evidencing such ownership upon Owner’s request. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold Indemnitees harmless from and against any Claims relating to infringement of any copyright, trademark, patent, or other intellectual property arising out of the preparation or use of any Documents.

Title to all completed or partially completed Services and to all Materials delivered to and stored at the Property which are intended to become part of the completed Services shall pass to Owner upon the earlier to occur of (i) the installation of the Materials, or (ii) the payment by Owner for the Materials.

1. **INAPPROPRIATE OFFERINGS.** Contractor represents and warrants to, and for the benefit of, Owner and Agent that Contractor (i) has neither paid nor furnished to, nor sought or received from, any person or entity, in connection with obtaining or entering into this Contract, any commission, finder's fee, sum, gift, or other item, which, taken together, have a value in excess of ONE HUNDRED DOLLARS ($100.00) per year, and (ii) shall not make or receive any payments or gifts during, or after the expiration of, the Term in connection with the Services to be performed hereunder which, taken together during any one year period, have a value in excess of ONE HUNDRED DOLLARS ($100.00) per year.
2. **NEGOTIATION OF CONTRACT.** The parties acknowledge that this Contract was the subject of fair negotiation between parties adequately represented by counsel of their choice. Neither party shall be considered the drafter of this Contract for the purpose of construing any of its terms and conditions.
3. **SURVIVAL.** The provisions of Sections 4, 5, 10-13, 15-19, 21-25, 27, 29, 30, 32-36, and 38 of this Contract shall survive the expiration or termination of this Contract.
4. **ASSIGNMENT.** Contractor shall not assign all or any portion of this Contract or any monies due, or to become due, hereunder without the prior written consent of Owner. Even if such consent is given, Contractor shall not be relieved from any of its obligations under this Contract. Any assignee or Subcontractor shall be deemed the agent of Contractor and Contractor shall remain liable to the same extent as if no such assignment was made or Subcontractors were engaged. Owner may assign this Contract in its sole discretion. This Contract is binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors-in-interest and assigns.
5. **GOVERNING LAW.** This Contract shall be governed by, interpreted under, construed, and enforced in accordance with, the laws of the State in which the Property is located.
6. **SEVERABILITY.** If any provision of this Contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
7. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Contract. This Contract may be accepted as an original if received via facsimile or electronic mail, and the parties’ signatures may be treated as an original and admissible evidence of this Contract.
8. **ENTIRE CONTRACT.** This Contract constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes and cancels all other prior agreements (including, but not limited to, any proposals or oral agreements), representations and understandings of the parties in connection with such subject matter. In the event of a conflict between the provisions of this Contract and the provisions of any attached exhibits, schedules, or otherwise, the provisions that afford the Owner the greatest rights and benefits shall govern and control.

If this Contract is modified at the request of Owner or Contractor, such modifications must be confirmed in writing and signed by Owner and Contractor (“Amendment”). Any Amendment shall be subject to the terms and conditions of this Contract. No oral amendment or modification shall be binding on either party.

IN WITNESS WHEREOF, each party has executed this Contract on the date set forth under its signature below, but effective as of the date first set forth above.

|  |  |
| --- | --- |
| **CONTRACTOR:**  <HaulerLocal> | **OWNER:**  <PropertyLegalName> |
| By: | By: |
| Name: | Name: |
| Its: | Its: |
| Date: | Date: |
| Address:<HaulerAddress>  <HaulerCityStateZipCode> | Address:<PropertyAddress>  <PropertyCityStateZipCode> |
| License #: |  |

# EXHIBIT A - SERVICES

Services Contract dated <ContractBeginDate> by and between <PropertyLegalName> (“Owner”) as represented by its agent <ClientName> ("Agent") and the independent contractor <HaulerLocal> ("Contractor").

Property Name: <PropertyName>

Property Address: <PropertyAddress>, <PropertyCityStateZipCode>

Detailed description of Services and Fees (Fees to include any and all applicable taxes, including sales tax):

**EXHIBIT A**

**SCHEDULED SERVICES IN DETAIL**

For Services based on a regular schedule, Vendor shall provide the Services according to the following terms:

1. Equipment, Services and Costs:

|  |  |  |
| --- | --- | --- |
| ***Equipment and Services:*** | | **Other Terms (List of Exempted Items)** |
| <List of Service Level Items> | | <List of Exempted Items> |
|  | | |
| 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 Refuse Specialists. | | |
|  | | |
| 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>*** | |

# EXHIBIT B – INSURANCE

Services Contract dated <ContractBeginDate> by and between <PropertyLegalName> (“Owner”) as represented by its agent <ClientName> ("Agent") and the independent <HaulerLocal> ("Contractor").

Property Name: <PropertyName>

Property Address: <PropertyAddress>, <PropertyCityStateZipCode>

**PREPARER:**

ATTACH APPROPRIATE INSURANCE REQUIREMENTS FOR CONTRACTOR SERVICES BASED ON INSTRUCTIONS BELOW.

1. IF THE MANAGEMENT AGREEMENT FOR THE PROPERTY INCLUDES CONTRACTOR INSURANCE REQUIREMENTS (“CONTRACTOR INSURANCE REQUIREMENTS”), ATTACH THOSE REQUIREMENTS BEHIND THE FIRST PAGE OF ATTACHMENT 1.
2. IF THE MANAGEMENT AGREEMENT DOES NOT INCLUDE CONTRACTOR INSURANCE REQUIREMENTS, NO ATTACHMENTS ARE REQUIRED.

Preparer to initial next to the Insurance Requirements that will apply:

Contractor Insurance Requirements from Management Agreement Dated , per Attachment 1. Colliers REMS US Insurance Requirements for Contractor Services, as stated below.

Contractor shall obtain and maintain, at Contractor’s expense, insurance covering Contractor and anyone directly or indirectly employed by Contractor, issued by an insurance company or companies, which are rated “A-:IX” or better in Best’s Key Rating Guide and authorized to transact business in the state in which the Property is located. Any rating less than “A-:IX” will require written approval by Owner or Agent. All policies are to protect Owner and Agent from and against liabilities arising out of the operations of Contractor and any Subcontractors pursuant to this Contract, including at least, and in amounts not less than, the coverages listed below and such other types and amounts of insurance as Owner and Agent deem necessary. Contractor shall either (i) ensure that all Subcontractors, and anyone directly or indirectly employed by such Subcontractors, are covered by Contractor’s insurance required herein, or (ii) require that any and all Subcontractors obtain and maintain the insurance in the amounts and types required hereunder and ensure that each Subcontractor impose the same requirements on any and all additional contractors engaged by such Subcontractor. If the Contractor is self-insured for any of the policies required hereunder, the Owner must pre-approve such policies and the Contractor shall waive any right of recovery from the Owner and Agent. Any coverage limit required herein shall not be construed as a limitation or satisfaction of any hold harmless or indemnification contained herein.

**Commercial General Liability:** Insurance to include products and completed operations coverage, premises liability, Subcontractor liability, blanket contractual liability including Contractor's indemnity agreements contained in this Contract and personal injury in an amount not less than **$1,000,000** per occurrence Bodily Injury, Property Damage and products and completed operations, **$2,000,000** aggregate. Coverage shall be written on an "occurrence" basis.

**Vertical Transportation Contractors:** If Contractor is engaged for the maintenance or service of vertical transportation equipment, including elevators and/or escalators, Contractor must secure, acquire and maintain, in addition to the Commercial General Liability, Owners’ and Contractors’ Protective Liability evidenced by way of endorsement, premises and operations coverage, contractual liability including Contractor’s indemnity agreements as contained in this Contract, with an increased limit of not less than **$2,000,000** per occurrence bodily injury and property damage / **$5,000,000** annual aggregate.

**Comprehensive Auto Liability:** If not covered by Contractor’s Commercial General Liability insurance policy, Comprehensive Auto Liability to include any vehicles, or owned, non-owned, or hired vehicles coverage in an amount not less than **$1,000,000** per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).

**Umbrella Liability:** Providing limits of **$3,000,000** each occurrence, written on an umbrella form basis with Commercial General Liability, Comprehensive Auto Liability and Employer’s Liability functioning as underlying policies.

**Workers’ Compensation & Employer's Liability:** Insurance relative to Contractor, all of Contractor’s employees and agents engaged in performing Services, with coverage as follows:

* 1. Workers’ Compensation is mandatory (regardless of state requirement or an option for “opting out”), with limits no less than the statutory limits required by the state in which the Property is located; and
  2. Employer’s Liability with limits for bodily injury each accident, disease each employee, disease per policy limit in an amount not less than **$1,000,000**.

**Pollution Liability**: If Contractor is engaged for environmental abatement or remediation work, or if the Services involve the use, treatment, storage, removal, transport, or otherwise of Hazardous Materials at, to, or from the Property, Contractor must obtain Contractor’s Pollution Liability or equivalent coverage in an amount no less than **$5,000,000** each occurrence on terms satisfactory to Owner and Agent. Coverage shall be provided in a “claims made” form and include defense expense within the limit of liability. The Retroactive Date must be a date prior to the Effective Date of this Contract.

**Professional Liability (“Errors and Omissions”):** If Contractor is engaged for professional services or Contractor’s Services include professional design or engineering services, by a professional on staff or under a consulting agreement, Contractor must secure, acquire and maintain, or require its independent consultant or Subcontractor to acquire and maintain, Professional Liability insurance in limits not less than **$3,000,000** covering the professional services performed in connection with the project and continuing in force by renewal or extended reporting provision for not less than three years after completion of the Services. Coverage shall be provided in a “claims made” form and shall include defense expense.

**Comprehensive Dishonesty, Disappearance and Destruction Bond (Employee Dishonesty/ Crime/Fidelity Bond):** If, in order to perform the Services, or any portion thereof, Contractor’s employees or agents are required to have access to the Property, Contractor will obtain commercial crime insurance, including blanket coverage for employee dishonesty, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by any of Contractor’s employees, agents or representatives, whether acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control, with a minimum limit per event of **$500,000.**

**Property: I**nsurance for tools, equipment and other personal brought on to the Property by the Contractor or its Subcontractor(s) that includes a waiver of subrogation in favor of Agent and Owner.

**Waiver of Subrogation:** To the fullest extent permitted by law, there shall be a waiver of subrogation in favor of Owner and Agent on the following policies: Commercial General Liability, Comprehensive Auto Liability, Workers’ Compensation & Employer’s Liability. Contractor shall require similar waivers by Subcontractors.

**Additional Insured:** Each insurance policy shall be written to cover all claims arising out of occurrences taking place during the Term of this Contract and the Commercial General Liability, Comprehensive Auto Liability and Umbrella Liability shall name Owner, Agent, and any other entities and/or parties requested by Owner and/or Agent, as additional insureds by way of endorsement, either individually or blanket, and extend to completed operations. Contractor shall require the same additional insured endorsements from Subcontractors.

**Primary and Non-Contributory:** Each policy required hereunder shall be primary and non-contributory with any other insurance available to Owner and Agent and shall not be subject to reduction of coverage as to Owner and Agent by reason of any claim asserted against Contractor other than in connection with the rendition of Services hereunder or by reason of any misstatement, act or omission of any party other than Owner and Agent applying for or insured by such insurance.

**Cancellation, Reduction or Material Change:** Insurers for insurance required under this Exhibit shall endeavor to provide at least thirty (30) days’ written notice in the event of cancellation of, or reduction or material change in, the required coverage. Contractor shall provide immediate written notice to Owner and Agent should any of the above described policies be canceled, reduced or materially changed.

**Evidence of Insurance and Replacement Coverage:** At least (10) days before the commencement of the Term, Contractor shall supply Owner and Agent with either the policies themselves or certificates of insurance along with additional insured endorsements satisfactory to Owner and Agent, evidencing compliance with all the foregoing requirements. Contractor agrees that Owner and/or Agent may engage a third party vendor screening service provider to manage vendor screening and vendor certificates of insurance, and that Contractor shall bear any and all costs associated with same. If evidence of insurance is not received by Owner, Agent, and/or the third party vendor screening service provider or if such evidence of insurance expires at any time during the Term of this Contract, the Contractor will not be authorized to perform any Services, and Owner and Agent may withhold payment, until Owner and Agent receive a current certificate of insurance evidencing required insurance limits. In the event Contractor fails to provide replacement coverage at least fifteen (15) days’ prior to the expiration of any policy of insurance, Owner and/or Agent may secure such insurance and deduct the cost thereof from any amounts due Contractor, and Contractor shall pay any additional amounts due to Owner and/or Agent within fifteen (15) days’ notice thereof from Owner and/or Agent. Contractor shall be responsible for obtaining and/or maintaining in force any insurance on equipment, tools, or personal effects (business personal property) owned by, rented to, or in the care, custody, or control of Contractor, its employees or Subcontractors and for any deductible payable under said policy.

# ATTACHMENT 1 – CONTRACTOR INSURANCE REQUIREMENTS

Services Contract dated <ContractBeginDate> by and between(“Owner”) as represented by its agent ("Agent") and the independent <HaulerLocal> ("Contractor").

Property Name: <PropertyName>

Property Address: <PropertyAddress>, <PropertyCityStateZipCode>

If Contractor Insurance Requirements are attached behind this Attachment 1, the terms of such Contractor Insurance Requirements shall supersede and control over any conflicting terms contained in Exhibit B.