**Standard Service Agreement**

Piedmont Office Management, LLC

This National Trash and Recycling Removal Agreement (“Agreement”) is created by and between **[<HaulerLocal>]**, hereinafter referred to as Contractor, and **Piedmont Office Management, LLC, a Georgia limited liability company, (“Manager”)** acting as agent for **[<ClientName>] (“Owner”)**, for the purpose of providing Services (as defined in Section I) for locations set forth within **Schedule 1** to this Agreement (“Property”).

1. **SERVICES:** Manager hereby employs Contractor to furnish, on the terms and conditions set forth in this Agreement, all labor, materials, tools, supplies, equipment, transportation, services, supervision and administration necessary or incidental for the Contractor to provide services in strict accordance with the scope and schedule of services set forth within **Exhibit A** of this Agreement (the “**Services**”). The Services shall be performed diligently and in a professional, workmanlike and first class manner with good quality supplies, materials, equipment and workmanship and to the complete satisfaction of Manager. The practices and procedures employed in connection with the performance of the Services will be in accordance with accepted industry standards; services and applications will be made with technical expertise and all equipment will be operated both skillfully and safely. If the quality of the Services is deemed by Manager to be unsatisfactory, then Contractor shall promptly return to the Property, at no charge, and shall correct any such deficiency. The Services shall be performed in such a manner as to minimize the possibility of any annoyance, interference or disruption to the occupants of the Property and their invitees.
   1. **Supervision:** Contractor shall designate one employee to function as its account supervisor (non-working supervisor) for services to be performed on the Property. The account supervisor shall review the quality of Services performed and make corrections to assure satisfaction. Account supervisor shall also be responsible for all schedules and job duties. Contractor shall submit an organizational chart illustrating lines of authority and communication with Manager. Prior to the commencement of the term of this Agreement and from time to time during the term, Contractor shall provide Manager with a list of any and all subcontractors and materials suppliers that will be utilized and/or involved in connection with the performance of the Services.
   2. **Schedule:** Contractor shall submit a written schedule, which will meet with the approval of the Manager, as Owner's agent. Manager's representative shall have final approving authority of the schedule. Contractor shall include the following in the schedule:
      1. Proper supervision of workers;
      2. Assurance that conditions and specifications of this Agreement are met;
      3. Adherence to local, State and Federal regulations and requirements; and
      4. Details of specific duties and days of performance.

National Trash and Recycling Removal Standard Service Agreement – 05.17.17

* 1. **Safety:** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs to prevent injury to workers on the site and any other persons who may be affected by Contractor's performance. Contractor shall comply with OSHA Regulations. Contractor's employees shall be instructed in personal measures to take in the event of an emergency.

# Chemicals, Materials and Equipment:

* + 1. Contractor shall submit to Manager, as Owner's agent, detailed data and information sheets listing all hazardous wastes on all products that may be used by the Contractor in the performance of its Services prior to the use of any such products. The data sheets shall clearly identify the purpose of each product, any hazards associated with the use of each product, the precautions which are to be taken by Contractor to minimize such hazards, the area where each substance is to be applied and any adverse effect the product may have on the surrounding environment or surfaces.
    2. Contractor shall provide all necessary equipment and supplies as are appropriate, in the professional opinion of the Contractor, to perform the Services in the most efficient and safest manner possible. Contractor shall only use the equipment and supplies for their intended use(s), and shall discontinue usage of any product which, in the sole discretion of Manager, is inappropriate for its designated use; however, the right of Manager to prohibit usage of a product shall not relieve the Contractor of its requirement to exercise its professional judgment. Contractor, at its sole cost, shall perform any and all repairs, maintenance and adjustments to equipment placed at the Property to maintain its complete and efficient operation at all times. This shall include, but is not limitedto, regularly scheduled repainting/refurbishing of equipment to maintain a new appearance. In each and every instance, Contractor shall coordinate with Manager prior to delivery to the Property of equipment and/or materials used in performing the Services. Contactor shall not store equipment and/or materials on-site without written permission from Manager. Storeroom(s) that may be provided shall be kept in neat, orderly and broom clean condition. Neither Owner nor Manager assumes any liability or responsibility for Contractor’s equipment or materials stored at the Property.
  1. **Emergency Phone Numbers:** Contractor shall provide and maintain a current list of emergency numbers for 24-hour emergency response. The Contractor shall initiate remedial action within 2 hours from the time of notification. Should Contractor fail to respond within 2 hours, the Manager as Owner's agent, reserves the right to take such measures as are deemed necessary to respond to the emergency, including contracting with any available contractor to resolve the emergency. Such extra-billed services required to respond to the emergency in the Contractor's failure to respond shall be billed back to the Contractor.
  2. **Utilities and Facilities Availability:** All utilities shall be provided by Manager, acting as agent for the Owner. Necessary specialized connections shall be provided by the Contractor but only under pre-approved written arrangement.
  3. **Hours of Service:** Services shall be provided as per schedules noted in **Exhibit A**. Twenty-four hour emergency service must be available throughout the year, without regard to daily schedules. Manager, as Owner's agent, shall observe the following holidays:

|  |  |  |  |
| --- | --- | --- | --- |
| 1) | New Year's Day | 4) | Thanksgiving Day |
| 2) | Memorial Day | 5) | Christmas Day |
| 3) | Independence Day | 6) | Labor Day |

* 1. **Uniforms:** Contractor’s personnel shall be neat, clean and acceptable to Manager in its sole discretion. The Contractor shall transfer or release as the Contractor deems appropriate any personnel that, with or without cause, Manager finds unacceptable. Contractor's service employees shall, at all time be clearly identified by the wearing of full uniforms with Contractor's company name and logo or building brand should they be directed by manager. Name badges shall be visibly worn at all times on the Manager's properties. Uniform must meet standards and be approved by Manager's representative. Vehicles must also be identified with company name and logo.
  2. **Personnel Training:** All service employees shall be trained for their specific duties as specified in **Exhibit A** attached. An employee file shall be kept and made available to Manager's representative upon request. This file will contain records of which areas of training an individual employee has received and his current assigned duties. Contractor agrees that each of its employees and any subcontractors, suppliers and materialmen will be properly qualified and will use reasonable care in the performance of their duties. Contractor acknowledges and agrees that neither Owner nor Manager will have any contractual relationship with any subcontractor and/or materials providers and that Contractor shall be solely responsible for the acts and omissions of any subcontractors and/or material providers.
  3. **Reporting.** Contractor shall report, in writing on a daily basis, the Services performed within the Property. Contractor shall report to Manager, on an as-needed basis, all items which its employees recognize as being in need of repair or replacement, such that Manager is able to maintain a first class property.
  4. **Access to Property:** Contractor, its officers, employees, agents and representatives shall have access to the Property for the performance of its Services and for inspection purposes at all reasonable times. Access to tenant space and/or key entry to buildings and suites shall be coordinated through Manager's representative, acting as agent for the Owner. Contractor shall pay all costs associated with re-issuance of access cards or keys lost by Contractor, its officers, employees, agents and representatives. Contractor will perform, and will ensure that its employees and subcontractors 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 use or operation of any Property by Owner or any tenant of Owner. Contractor shall take all necessary steps to secure any equipment and materials used in connection with the Services

* 1. **Tenant Relations:** Contractor shall receive a list of tenants by address and contact person for that tenant space if necessary. Account supervisor should be familiar with building tenant businesses. A copy of specific tenant directions requested of Contractor shall be provided to the Manager's representative. The account supervisor must get specific direction from Manager's representative regarding clearance to contact tenants.
  2. **Cooperation:** Contractor shall provide Manager and Owner with all pertinent information and reasonable assistance in the defense or disposition of any claims, demands, suits or other legal proceedings which may be made or instituted by any third party against Manager or Owner and which arise out of any matters relating to this Agreement or Contractor's performance hereunder.
  3. **Worker’s Affiliations**. Contractor shall ensure that all labor, whether directly employed by Contactor or engaged through a contractor/subcontractor relationship, is in good standing with the local trade or craft union(s) having jurisdiction such that the operations of the Property are in no way encumbered or disturbed by the performance of Contractor’s or its subcontractor’s work under this Agreement.
  4. **Penalty for Non-Performance:** Should Contractor be prevented from performing the Services which it is to render by reason of fire, floods, war, riots, strikes or other events beyond the control of the Contractor, Contractor shall be excused from the failure to perform such Services to the extent and for the period that such performance is prevented by such condition or event. Compensation payable hereunder to the Contractor shall be reduced in proportion to the number of square feet as to which such Services are not performed. However, failure to comply with or satisfy Manager's request(s) for improvement or performance of unsatisfactory work, other than circumstances stated above, within one working day shall constitute authorization for Manager, as Owner's agent, to have the service(s) performed by another contractor. Manager shall be credited on the next Contractor's invoice.

1. **TERM:** This Agreement shall be in effect, commencing on **<ContractBeginDate>**, and terminating on **<ContractEndDate>,** and continuing thereafter on a month-to-month basis, unless terminated earlier pursuant to Section IV (Termination), described below.
2. **FEE:** Owner shall pay to Contractor a fee at the rate and based upon the requirements set forth in **Exhibit A**, and which shall be fixed and not subject to escalation for the period unless modified in accordance with a change order approved in advance and executed by Manager on behalf of Owner. Owner shall make payment of the fee within thirty-one (31) days but only after receipt and/or approval, as applicable, of all of the following: (a) either

(i) documentary evidence reasonably acceptable to Owner evidencing the completion of Services specified on **Exhibit A**, or (ii) Owner’s inspection and reasonable determination

that the Services have been completed as specified on **Exhibit A**; (b) an invoice from Contractor for all (or in the case of partial or progress payment, a portion) of the cost of the Services; (c) completed lien waivers and affidavits from Contractor and all subcontractors for the portion of the Services completed as of the date of such payment; and (d) such other documentation, receipts and/or invoices as Owner may request. In the case of a progress or partial payment hereunder, Contractor’s obligation to provide lien waivers will be satisfied by delivery to Owner of completed partial/interim lien waivers from Contractor and all subcontractors involved in performing the Services, which lien waivers shall be in the form attached hereto as **Exhibit B**. In the case of final payment, Contractor’s obligation to provide lien waivers will be satisfied by delivery to Owner of completed final releases of lien and affidavits from Contractor and all subcontractors involved in performing the Services, which lien waivers and affidavits shall be in the form attached hereto as **Exhibit C**. Contractor agrees to pay any all subcontractors the amounts to which said subcontractors are entitled within five (5) days following Contractor’s receipt of payment from Owner. Owner shall have no obligation to pay or cause payment of any sums to be made to any subcontractor. In the event Contractor fails to make timely payments to subcontractors, Owner shall have no obligation to make payments of amounts due to Contractor hereunder until such time as Contractor provides Owner with documentation reasonably acceptable to Owner evidencing (i) that the subcontractors have been paid the amounts they are owed; or (ii) that Contractor is engaged in a good faith dispute with such subcontractor relative to the amounts due and owing to such subcontractor, in which case, Contractor shall provide Owner with other security or assurances reasonably acceptable to Owner protecting Owner and the Property from liens. Contractor’s acceptance of final payment of the amounts due and owning hereunder for the Services shall constitute a satisfaction and waiver of all claims of Contractor against Owner. Contractor hereby agrees that it is entering into this Agreement with Manager as Owner’s agent. Accordingly, only Owner shall be responsible for payment of any sums owed to Contractor, notwithstanding Manager’s execution of any agreement or contract on behalf of the Owner.

**Electronic Access to Invoices**: Access to invoices via scheduled data transfer, online portal, email delivery or any other electronic methods will be provided to Manager on behalf of Owner. If any form of electronic delivery or retrieval of invoices is withheld it will result in automatic termination of this Agreement.

1. **TERMINATION:** Manager, as Owner's agent, may terminate this Agreement upon thirty

(30) days written notice without cause for any reason whatsoever. Manager may terminate this Agreement at any time for cause upon five (5) days prior written notice of default to Contractor detailing the default, and Contractor’s failure to cure the default within five (5) days of the date of such notice. Manager may deduct the costs and charges incurred by Manager or Owner from any payment due at the time of such termination for cause. Upon expiration or termination of this Agreement, Contractor, at its sole cost, shall remove all of its equipment and/or materials placed at the Property, leaving the area in neat, orderly and broom clean condition. Said removal shall be completed no later than 12:00 midnight of the date of expiration or termination set forth by Manager. Contractor will, on the termination date, remove all Equipment from the applicable Service Location. Any Equipment not removed from the Service Location within five (5) days after the

termination date set forth in Manager’s termination notice will be deemed to have been abandoned by the Contractor and will be removed at Contractor’s expense.

1. **ASSIGNMENT:** Contractor shall not, without the prior written consent of Manager, as Owner's agent, assign or sublet or subcontract the whole or any part of its interest or obligations under this Agreement. In the event all or any portion of the Property is sold or in any way conveyed by Owner, Owner may, at its election on the effective date of such sale: (i) assign this Agreement to the new owner of the Property, or (ii) immediately terminate this Agreement without cost, payment or penalty. This Agreement and all the terms and conditions hereof (including, without limitation, any and all hold harmless agreements and indemnifications herein provided) shall inure to the benefit of Owner, Manager and their respective successors and assigns thereof and shall be binding on Contractor and its permitted successors and assigns.
2. **LEASED, RENTED OR OWNED EQUIPMENT:** In the event rental/lease of equipment is undertaken to complete and/or perform the Services, Contractor agrees that it shall be solely responsible for such rental equipment until it is returned to the source or supply. Such responsibility shall include, but not be limited to, liability, fire, theft, vandalism, and use by any unauthorized persons. Contractor shall indemnify, save, defend and hold harmless Owner and Manager and anyone directly or indirectly employed by Owner and Manager from and against all claims relating to the possession, use, or presence on the jobsite or Property of such rented/leased equipment. Contractor may use specially designed equipment owned by the Property, Owner or Manager for the sole purpose of performing the Services on the Property, but only after obtaining prior written consent from Manager for each instance of requested use. During the time period Contractor is allowed use of such equipment, Contractor assumes full liability for the appropriate use, care and security of such equipment including, but not limited to, removing the equipment from service in the event of malfunctions or required maintenance. Contractor agrees to return such equipment to Manager in the same condition as existed prior to Contractor’s use, subject to reasonable wear and tear.
3. **MANAGER'S REPRESENTATIVE:** Manager’s representative for this project shall be **Refuse Specialists.** Should changes become necessary regarding the scope of Services, contract amount, time of completion, or any matter set forth in this Agreement, Contractor shall notify Manager's representative prior to the effective change.
4. **PERMITS/LICENSES:** Prior to the commencement of Services, Contractor shall provide Manager, as Owner's agent, with evidence certifying that Contractor has been issued all required licenses and permits to perform the Services. Contractor shall furnish current and valid copies of all required licenses and permits at any time, upon Manager's request. Contractor warrants and represents that it shall comply with all local, state and federal regulations and requirements.

# MINIMUM INSURANCE REQUIREMENTS:

* 1. Contractor and each subcontractor (if any) who may be engaged by the Contractor 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 Contractor 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.

* + 1. Commercial General Liability Insurance including but not limited to coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Products- Completed Operations for no less than three (3) years following completion of the project, and Independent Contractors, with limits of no less than $1,000,000 Per Occurrence and

$2,000,000 General Aggregate, per Project, and $2,000,000 Products- Completed Operations Aggregate.

* + 1. 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.
    2. All-Risk Property Insurance or Contractor’s Equipment Insurance covering the Contractor’s property, tools and equipment used and necessary in the performance of services under this contract.
    3. Fidelity Bond/Crime Insurance with Third-Party coverage or Manager coverage with limits not less than $1,000,000, with a Joint Payee Endorsement. Required in contracts where a contractor or a contractor’s employee may have access to money, securities, unsupervised access to property, network or access to financial records.
    4. 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, and $5,000,000 Products-Completed Operations Aggregate for the period of time required in the underlying General Liability policy, excess of Commercial General Liability and Automobile Liability.
    5. Network Security and Privacy Liability Insurance with a minimum limit of

$1,000,000 per claim and annual aggregate covering all network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, network interruption, data restoration, media liability, cyber extortion, as well as notification costs and regulatory defense, in the performance of services under this contract.

* 1. The following entities shall be named as Additional Insured’s to the Commercial General Liability, including Products and Completed Operations for a period of three (3) years, Auto Liability, and Umbrella/Excess Liability insurance policies

described above. If the certificate of insurance has any disclaimers regarding Additional Insured status, Contractor shall provide the endorsement(s) to the policy(ies) to Manager. The Additional Insureds will be entitled to the limits stated in this Agreement, or the full limits of the insurance policies maintained by the contractor, whichever is greater.

# “[<PropertyName>]; 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.”

**Certificate Holder:**

Piedmont Office Management, LLC

C/O: **<PropertyName>**

Attn: **Refuse Specialists**

<PropertyAddress>, <PropertyCityStateZipCode>

* 1. The adequacy of the coverage afforded by the aforementioned insurance, shall be subject to review by Manager from time to time. If it appears as a consequence of such a review that a prudent Contractor would obtain higher limits of insurance, Contractor shall forthwith increase its insurance coverage to such limits.
  2. All Liability insurance shall be primary and non-contributory to coverage carried by Additional Insureds.
  3. Concurrent with Contractor’s execution of this Agreement and prior to performing any work, Contractor shall furnish Certificates of Insurance to Manager evidencing required insurance coverage and stating that not less than 30 days prior written notification shall be given to Manager in the event of cancellation.
  4. Contractor shall carry the above-indicated insurance at its own expense.

# INDEMNIFICATION, SUBROGATION AND RELEASE

* 1. **Indemnification.** For and in consideration of the mutual promises and covenants contained in this Agreement, to the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Owner and Manager, 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 Contractor, 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 Contractor. Notwithstanding the foregoing, the Contractor 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.
  2. **Subrogation:** With respect to all coverages in IX.A. above, Contractor 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 Contractor 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 Contactor under this Agreement, even if such required insurance is not in fact obtained and maintained.

1. **COMPLIANCE WITH LAWS:** Contractor 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.
2. **DISPUTES:** Should a dispute arise between Contractor and Manager concerning the performance of Contractor’s Services, then unless Manager otherwise determines, Contractor shall continue to perform the Services as designated by Manager, and upon completion thereof, the parties shall attempt to resolve the dispute.
3. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Manager or Owner. Contractor agrees that it is solely responsible for all payments due or to become due to all its employees, subcontractors or material suppliers. Contractor shall not enter any collective bargaining agreement or other labor union agreement without Manager’s prior awareness and written consent.
4. **SOCIAL SECURITY AND TAXES:** Contractor agrees to pay all withholding and other taxes, unemployment insurance, old age retirement benefits, pensions and annuities, now or hereafter imposed by any local, state or federal law with respect to Contractor's employees and to accept the exclusive liability for such taxes and contributions. Contractor further promises and agrees to indemnify and hold harmless Manager and Owner against any such tax, which may be assessed against either of them. Contractor shall provide copies of its payroll books and records upon request of Manager.
5. **MECHANICS' LIENS:** Contractor agrees that if any mechanic's lien is filed against all or any portion of the Property 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 Contractor shall cause such mechanic's lien to be discharged within 10 days after filing, at Contractor's expense, by: (a) filing the bond required by law; or (b) providing Manager, as Owner's agent, with a court order discharging the lien; or (c) providing Manager, as Owner's agent, with another form of protection against such lien which is acceptable to Manager, in its sole discretion. Upon Contractor's failure to comply herewith, Manager, as Owner's agent, may proceed to discharge such lien at Contractor's expense.
6. **RETENTION FOR CLAIMS OR LIENS:** If at any time during the performance of the Services there shall appear to Owner to be any claims or any liens chargeable to Contractor

for which, if established, Owner or the Property might become liable, Owner shall have the right to retain out of any payments then due or thereafter to become due to Contractor, an amount sufficient to completely indemnify Owner against such lien or claim of liability; provided, that in the event of a claim of lien against the Property, Owner shall have the right to retain such amounts only if Contractor has been paid for the portion of the Services to which the lien relates or would have been paid but for the existence of a condition or conditions allowing Owner to withhold payment pursuant to this terms hereof.

1. **LIMITATION ON LIABILITY:** Contractor agrees that its recourse against Owner under this Agreement shall be strictly limited to Owner's interest in the Property which Contractor is servicing under this Agreement, and that Contractor shall have no resource to any other assets of Owner, or to any assets of Manager, whatsoever, or to any assets of any partner, director, officer, employee, or other representative of Owner or Manager for the satisfaction of any of Owner's or Manager’s obligations hereunder.
2. **AUDIT:** Manager’s duly authorized representatives shall have at all reasonable times, access to and the right to reproduce records, books, documents, files, receipts, vouchers, data stored in computers and memoranda of every description (“Records”) as well as the right to interview personnel, necessary to audit and verify Contractor’s charges to Manager. Contractor agrees to preserve and retain Records for a period of three (3) years following the date of final payment for Services.
3. **ATTORNEY'S 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.
4. **WAIVER OF TRIAL BY JURY:** Manager, as Owner's agent, and Contractor 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 contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement supersedes any and all other previous agreements. This Agreement may not be modified except by written instrument signed by both parties. Specifically, in the event of any change under this Agreement, including, without limitation, any change to the scope, schedule, or fee for the Services, the parties will enter into a written change order to evidence such modification and such change order must be approved in advance by Manager. In the event that any provisions of this Agreement should be held to be void,

voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

1. **NOTICES:** All notices, demands, reports and other communications provided for in this Agreement shall be in writing and shall be given to such party at its address set forth below or such address as such party may hereafter specify for the purpose by notice to the other party listed below. Each such notice, demand, report or other communication shall be deemed delivered to the party to whom it is addressed (a) if given by certified mail, return receipt requested, deposited with the United States Postal Service with first-class postage prepaid, 72 hours after such notice is deposited with the United States Postal Service or (b) if deposited for delivery with an overnight courier, or (c) if delivered by any other means, at the address specified below:

If to Manager:

Piedmont Office Realty Trust Attn: **[Refuse Specialists]**

**[400 W Ventura Blvd. Ste 200]**

**[Camarillo, CA 93010]**

With Copy to Regional Manager: Piedmont Office Realty Trust

# <ClientName>

# <ClientAddress>

**<ClientCityStateZipCode>**

If to Contractor:

# <HaulerLocal>

# <HaulerAddress>

# <HaulerCityStateZipCode>

1. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of

# [<ClientCityStateZipCode>].

1. **TIME OF ESSENCE:** Time is of the essence of this Agreement.
2. **SURVIVAL:** All obligations under this Agreement accruing prior to the date of expiration or other termination of this Agreement shall survive the expiration or other termination of this Agreement. In addition, all of Contractor’s release, indemnification, defense and hold harmless obligations under this Agreement with respect to matters arising or accruing prior to the date of expiration or earlier termination of this Agreement shall survive the expiration or other termination hereof, without limitation.
3. **CONFIDENTIAL INFORMATION**. Contractor acknowledges that Contractor, its employees, subcontractors, subsidiaries, officers, directors, and other agents (collectively, “Contractor Parties”) will have access to Confidential Information (as defined below), of Owner, Manager, Owner’s tenants, and other persons who entrust confidential information to them (collectively, “Owner Parties”). The confidential information (“Confidential

Information”) that the Owner Parties possess includes, without limitation, the confidential or proprietary information of Owner Parties, including technical or non-technical data, tenant financial information, business terms of leases, rent rolls, software, formulas, actual or potential customer and contacts lists, business plans and records, financial information, properties, methods of operation, marketing information or plans, sales reports, price lists, personnel records, trade secrets, Manager, customer, and tenant account records, training and operations material, and other similar information relating to the businesses of Owner Parties. For a period of five (5) years from the date of disclosure, Contractor agrees to hold all Confidential Information in trust and confidence for Owner and agrees not to disclose or redistribute, market, disseminate, divulge or communicate Confidential Information, by publication or otherwise, to any person other than to Contractor’s employees, or to third parties having a need to know it and who the Owner agrees in writing may receive it; provided that, prior to such disclosure to third parties, Contractor shall obtain nondisclosure agreements from such persons and firms. Upon expiration or earlier termination of the term of this Agreement, Contractor shall return to the Owner all written or descriptive matter, in any form, which contains any Confidential Information.

1. **Prohibited Persons and Transactions.** Each party represents and warrants to the other that neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom

U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities. Each party agrees to defend, indemnify, and hold harmless the other party thereto from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney’s fees and costs) arising or related to any breach of the foregoing representation and warranty. This provision shall survive the termination or expiration of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date set forth below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Owner**: | <ClientName> | **Contractor**: |  |
| **By:** | Piedmont Office Management, LLC |  |  |
|  | (Authorized Agent for Owner) |  |  |
|  |  |  |  |
|  | Authorized by |  | Authorized by |
|  |  |  |  |
|  | Name/Title |  | Name/Title |
|  |  |  |  |
|  | Date |  | Date |

|  |
| --- |
| SCHEDULE 1 **Property Address(es) for Services (“Service Locations”)**  **<PropertyName>**  **<PropertyAddress>**  **<PropertyCityStateZipCode>**  Piedmont Standard Service Agreement – 09.12.16 |

# EXHIBIT A

**Scope and Schedule of Services**

**Scope/description of Services:**

1. Waste Removal Scope of Work:

Contractor shall, pursuant to the terms of this Agreement and this Scope of Work, collect, transport, dispose of and, at Contractor’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 Location at which Contractor 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").

Contractor 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, Contractor shall provide a valid license to perform Services in any municipality where Services are contracted.

1. Description of Services:
2. All Waste Material collection at each Service Location shall be performed between 7 a.m. and 6 p.m. Contractor may deviate from this schedule only by permission of Manager’s representative (“Authorized Representative”). These deviations shall be requested in writing and if approved, signed and dated by the Authorized Representative.
3. Contractor 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 Contractor's logo and business phone number.
4. Contractor’s employees shall be fully clothed in a professional manner. Such employees shall not play loud music, etc. that are disturbing to tenants 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.
5. Consent or approval required by any party hereto, as set forth in the Agreement or this Exhibit A shall not be unreasonably withheld or delayed.
6. 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 Contractor shall remain the property of Contractor. Manager shall not modify the Equipment or use it for any purpose other than the purposes set forth herein.
   3. Manager shall grant unobstructed access to the Equipment on the scheduled day of collections. Except as may be required on a temporary basis for Manager's normal business operations, Manager will not move or alter the Equipment and will take reasonable

precautions to prevent overloading the Equipment by weight or volume. Manager will reimburse Contractor for any damage to Equipment caused directly by Manager or its agents or employees. Manager is not responsible for payment of any containers that may be set on fire, damaged or destroyed by third parties.

* 1. Contractor will be responsible to Manager for damages to parking lots and other driving surfaces (including curbs and sidewalks) resulting from the weight of Contractor’s vehicles or the Equipment.
  2. All containers that are damaged or deteriorating must be changed out within five (5) days. Any container must be replaced at the Contractor’s expense in the event the container was not damaged or destroyed by Manager.
  3. Service Location containers must be placed inside designated areas at all times.
  4. Steam cleaning of containers is done once a year at no cost to the Manager. Additional requests for steam cleaning are done at a cost of $25.00 per container charged to the Manager.

1. Service.
   1. If the Equipment is inaccessible, such that the regularly scheduled collection cannot be made, Contractor will promptly notify the Manager’s office and afford a reasonable opportunity for the Manager to provide access.
   2. Contractor shall remove Waste Material from the Service Lcation based on each Service Location’s need as determined by Manager.
   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 Contractor.
   4. For roll-off/compactor service, Contractor agrees to pick-up the container within four (4) hours of initial call.
2. Extra Collections.
   1. Contractor shall provide extra collections of bulk and/or construction debris as needed when requested by Manager or Manager’s Authorized Representative. Contractor 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. Manager will only pay for extra pick-ups called in by Manager or Manager’s Authorized Representative.
   2. The charges assessed by Contractor 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. Manager agrees to notify Contractor of the volume and type of bulk and construction debris being disposed of and to follow loading instructions provided to Manager by Contractor.
   4. Contractor shall position all containers for additional collections so that they do not block any driveways, streets, parking places or walkways, unless otherwise directed by Manager or Manager’s Authorized Representative. 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.

# Schedule of Services: <List of Service Level Items>

**Fees: See Table Above**

**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 3.00% 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 Manager on behalf of Owner. In the event that any 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 Contractor providing appropriate documentation for the landfill evidencing of such change.

**Service Levels**: No changes to the service level are permitted unless approved in writing, in advance, by Manager on behalf of Owner. 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 herein. 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 Manager on behalf of Owner. Manager will not approve any price increases including but not limited to the items listed below. Manager 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. Owner is not obligated to pay any unapproved charges and/or rate increases. If Owner inadvertently pays an unapproved rate increase or charge, such payment shall not constitute approval and the overpayment will be credited to Owner immediately upon written notification to Contractor.

Note that the following services or charges or fees shall not be charged to the Owner under this Agreement:

* + 1. Administration Fee
    2. Container Service Fee
    3. Document Fee
    4. Late Fee
    5. Finance Charge
    6. Trip Charge
    7. Regulatory Cost Recovery Charge or Fee
    8. Fuel or energy surcharges or fees
    9. Environmental surcharges or fees
    10. Delivery-Relocation-Removal or Rental fees
    11. Overhead costs
    12. Inactivity Fee
    13. Container Refresh Fee

# EXHIBIT B

**Interim Lien Waiver**

**[INSERT THE INTERIM LIEN WAIVER FORM FOR THE STATE IN WHICH THE WORK IS BEING DONE. THIS CAN BE FOUND ON THE BRIDGE]**

Piedmont Standard Service Agreement – 09.12.16

# EXHIBIT C

**Final Lien Waiver and Affidavit**

**[INSERT THE FINAL LIEN WAIVER FORM FOR THE STATE IN WHICH THE WORK IS BEING DONE. THIS CAN BE FOUND ON THE BRIDGE]**

National Trash and Recycling Removal Standard Service Agreement – 05.17.17

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