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| **SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT** | | | | | | | | | | | | | | | | | | |
| This Waste Removal Contract (the "Agreement") is entered into by and between…. | | | | | | | | | | | | | | | | | | |
| Hauler Name (“Hauler”): | | | | | <HaulerLocal> | | | | ***And*** | | Manager Name (“Sunrise”): | | | | | Sunrise Senior Living Management Inc. | | |
| Address: | | | | | <HaulerAddress> | | | | Address: | | | | | | | 7902 Westpark Drive | | |
| City, State Zip: | | | | | <HaulerCityStateZipCode> | | | | City, St Zip: | | | | | | | McLean, VA 22102 | | |
| Community & Service Address (“Community”) | | | | | | | | | Billing Address | | | | | | | | | |
| Community Name: | | <PropertyName> | | | | | | | Address: | | | PO BOX 2410-RFS812 | | | | | | |
| Community owner: | | <PropertyLegalName> | | | | | | | City, State Zip: | | | Omaha, NE 68103 | | | | | | |
| Address: | | <PropertyAddress> | | | | | | | Phone: | | | 805-482-5895 | | | | | | |
| City, State Zip: | | <PropertyCityStateZipCode> | | | | | | | Contact: | | | Refuse Specialists | | | | | | |
| Effective Date: | | <ContractBeginDate> | | | | End Date: | <ContractEndDate> | | Contact Email: | | | haulerinvoices@refusespecialists.com | | | | | | |
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| WHEREAS, Hauler provides professional waste management services and has the applicable permits and licenses required to provide waste management services in the jurisdiction where the services are provided; | | | | | | | | | | | | | | | | | | |
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| WHEREAS, Sunrise manages the Community listed above in behalf of the listed Owner, require(s) professional waste management services, and has authorized Refuse Specialists to manage its solid waste and recycling programs and; | | | | | | | | | | | | | | | | | | |
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| WHEREAS, Sunrise desires to engage Hauler to provide waste management services as outlined in the Scope of Work (Services) and Hauler desires to provide these Services. Hauler and Sunrise agree as follows: | | | | | | | | | | | | | | | | | | |
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| Please read the following under the following headings and sign the Agreement. | | | | | | | | | | | | | | | | | | |
| 1. Equipment and Services | | | | | | | | | | | | | | | | | | |
| 1. Other Terms (List of Exempted Items) | | | | | | | | | | | | | | | | | | |
| 1. Terms & Conditions | | | | | | | | | | | | | | | | | | |
| 1. Scope of Work | | | | | | | | | | | | | | | | | | |
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| Agreed and Accepted: | | | | | | | | | | | | | | | | | | |
| Hauler | | | | | | | | | | Sunrise (on behalf of the Owner): | | | | | | | | |
| Signature: | | |  |  | | | |  | | Signature: | | | |  |  | | |  | |
| Print Name: | | |  | | | | | | | Print Name: | | | |  | | | | |
| Date: | | |  | | | | | | | Date: | | | |  | | | | |
|  | | |  | | | | | | |  | | | |  | | | | |
| ***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>% not more than thirty (30) days prior to and not after the annual anniversary date of this agreement when approved in writing in advance  of the anniversary date by Refuse Specialists. | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | |
| Payment Terms: | The undersigned individual signing this Agreement on behalf of Sunrise 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: NET 45 Days*** | | | | | | | | | | | | | | | | | | | |

Hauler Initials

Sunrise Initials

***Terms and Conditions:***

1. Working under the direction of Hauler shall be employees and/or Independent Contractors of Hauler and not of Sunrise or Community, and Hauler shall be solely liable to such employees and/or Independent Contractors for their wages and if applicable benefits. Both Parties agree that all labor and items used in the performance of the Services will at all times herein be in accordance with all applicable laws, ordinances, rules, regulations and codes. Hauler will perform the Services at such times as are set forth in the Scope of Work and in such a manner so as to minimize any interference, annoyance or disruption to the operation of the Sunrise, residents of the Community and Sunrise's employees, agents, subcontractors, and suppliers. Hauler shall take all necessary steps to secure the Equipment and materials used in connection with the Services.
2. TERM. The term of this Agreement shall commence on the Effective Date after which this Agreement shall automatically renew thereafter for additional terms of twelve (12) months each (Renewal Term) unless either party gives to the other party written notice via email or certified mail of termination at least thirty (30) days prior to the termination of the then-existing term.
3. Scope of Work: defined in Scope of Work section.
4. Rates: The rates will remain fixed for the term of the agreement, except that they may be increased once per year, not more than thirty (30) days prior to and not after the annual anniversary date of this agreement up to 4% above the previous year’s rate with the exception of the compactor rental rate and disposal for roll offs and compactors which will remain fixed for the duration of this agreement. No other rate increases are permitted unless approved in advance, in writing, by Refuse Specialists or Sunrise. In the event that the landfill imposes a change in its rates, the increase will apply to disposal when charged separately and no more than 40% of such rate increases or decreases will be reflected in the monthly charges provided for under this Agreement and only upon hauler providing appropriate documentation for the landfill evidencing of such change.
5. Service Levels: No changes to the service level are permitted unless approved in writing, in advance, by Refuse Specialists. Any change in charges resulting from increases or decreases in the service level, or from extra yards/extra pick-ups, will be calculated by using the per cubic yard rate then in effect, as described above. No deviation from the above rates, or additional charges of any type (e.g. rental, delivery, blocked container or relocation fees), is permitted unless approved in advance, in writing, by Refuse Specialists. Refuse Specialists will not approve any price increases including but not limited to the items listed in the “Other Items” section in page one of this agreement. Refuse Specialists will not approve any minimum charges for compactors or roll offs (if applicable). All terms in this agreement apply to any additional services including but not limited to, permanent or temporary roll offs. Sunrise is not obligated to pay any unapproved charges and/or rate increases. If Sunrise inadvertently pays an unapproved rate increase or charge, such payment shall not constitute approval and the overpayment will be credited to Sunrise immediately upon written notification to Hauler.
6. Invoicing: Hauler agrees to submit only one invoice per month (Monthly Invoice). The Monthly Invoice shall list out all billable charges for the period which is being invoiced. In the event a billable charge for a given period was not submitted on its corresponding Monthly Invoice, then the billable charge may be submitted on a future Monthly Invoice, however the total number of invoices submitted per month shall not be greater than one. Sunrise shall not be liable to pay any invoice line item billable charge which is first invoiced more than 90 days after the service was initially provided.
7. Termination: In event of termination, Sunrise will provide Hauler with a written Termination Notice, which will include the date on which Hauler is required to remove the Equipment from the Community. Hauler will, on the termination date, remove all Equipment from the applicable Community. Any Equipment not removed from the Community within ten (10) days after the termination date set forth in Sunrise's Termination Notice will be deemed to have been abandoned by the Hauler and will be removed at Hauler’s Expense.
8. Cure: Hauler has 48 hours to cure any reasonable complaint of unacceptable service. Failure to cure reasonable complaint of unacceptable service Sunrise has the right to terminate this Agreement. If the hauler has 4 missed pickups, excluding holidays, within any given 30 day period, Sunrise may terminate this Agreement immediately without penalty or further obligations.
9. Risk of Loss and Insurance: At all times during the term of this Agreement, Hauler shall maintain, at Hauler‘s expense, the following. All policies listed in (ii) and (iii) must name Sunrise, Owners, and tenants as additional insureds:
   1. Workers' Compensation and Employer's Liability insurance
   2. Commercial General Liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate
   3. Business Automobile Liability insurance, including bodily injury/property damage coverage, with a combined single limit of not less than One Million Dollars ($1,000,000) per accident
10. Indemnification: Hauler will indemnify, defend and hold harmless Authorized Sunrise Representative, Sunrise, and the owners of the Community, their respective related and affiliated entities and each of their respective members, principals, beneficiaries, partners, officers, trustees, directors, employees, (collectively the "Sunrise Related Parties") against and from all causes of action, whether in tort or contract and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by, or asserted against Sunrise or any of the Related Parties arising, directly or indirectly, out of or in connection with the acts or omissions of Hauler or any of its agents, servants, contractors, employees, licensees or invitees.
11. No Waiver: One or more waivers of any covenant or condition by Sunrise or Hauler shall not be construed as a waiver of a subsequent breach of the same covenant or condition.
12. Electronic Access to Invoices: Access to invoices via scheduled data transfer, online portal, email delivery or any other electronic methods will be provided to Refuse Specialists. If any form of electronic delivery or retrieval of invoices is withheld then Sunrise reserves the right to terminate this agreement.
13. Damages: All Parties shall have the right to all legal and equitable remedies.
14. Assignment: Upon the sale, transfer of the location where Hauler’s services are performed, Sunrise may, (i) terminate this Agreement without penalty upon 30 days written notice to Hauler, as it relates to such Communities, or (ii) assign this Agreement, as it relates to such Communities, to the subsequent owner or manager of the Community, or business owner contained thereon. Neither this Agreement, nor any of Hauler's obligations under this Agreement shall be assignable by Hauler without the prior written consent of Sunrise.

Hauler Initials Sunrise Initials

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1. Notices: All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered personally, by certified mail, or Electronic Mail (“E-Mail”). All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally.
   1. If to Sunrise via certified mail:

Attn: Purchasing

Sunrise Senior Living

7902 Westpark Drive

McLean, VA 22102

Copy to:

Refuse Specialists

400 W Ventura Blvd. Suite 105

Camarillo, CA 93010

If to Sunrise via Email: [Purchasing@sunriseseniorliving.com](mailto:Purchasing@sunriseseniorliving.com)  
 Attn: Kimiy Buiz & Mike Miles

* 1. If to Hauler via certified mail:

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If to Hauler via Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Attorney Fees: If either party hereto commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and receive from the losing party reasonable attorneys' fees and costs of suit.
2. Severability: If any part of this Agreement is found to be invalid or unenforceable, then that part of the Agreement will not affect the validity or enforceability of the remainder of this Agreement in any way.
3. Relationship: Hauler and Sunrise, other than being legally bound to each other by this Agreement, have no other legal relationship with each other and each Party acknowledges and agrees that it shall not be construed as an agent, joint venture or partner of any of the other.
4. Publicity: Neither Party will use the other Party’s name, trademarks or service marks or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter to the extent the materials in such media release, announcement or disclosure have not previously been made publicly available without obtaining consent from the other Party for each such use or release. This restriction includes, but is not limited to, any promotional or marketing materials, customer lists or business presentations (but not including any announcement intended solely for internal distribution by a Party or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of a Party).
5. Compliance with Law: In the performance of the Services and Repairs to be provided hereunder, Contractor and Sunrise agree to comply with all applicable permits, all applicable federal, state, or local laws and ordinances and all lawful orders, rules, regulations and guidelines of any duly constituted authority, including but not limited to, social security and income tax withholding laws, unemployment compensation laws, environment, safety and health laws and manifesting requirements necessary to the performance of obligations under this Agreement.
6. Governing Law: It is the intent of the Parties that the validity, interpretation and construction of this Agreement be governed by the laws of the state in which the Community is located without regard to the conflicts of laws principles of any jurisdiction.  Both Parties agree that any action or proceeding relating to this Agreement must be brought in any court of competent jurisdiction in the state where the Community is located or such other jurisdiction within the United States to which the Parties may mutually agree.
7. Equal Opportunity Employer: Hauler shall comply with all applicable federal, state and local nondiscrimination, non-segregation, affirmative action, veterans employment, and handicapped employment laws, rules, regulations, and orders (collectively, the “EEOC Requirements”).  Hauler will furnish, upon request, information and reports required by the EEOC Requirements.
8. Subcontracting: Hauler agrees not to subcontract any portion of the Scope of Work without prior written approval from Sunrise
9. .Bankruptcy or Insolvency: If Hauler becomes bankrupt or insolvent or makes an unauthorized assignment or goes into liquidation, then Sunrise may, without prejudice to any of its other rights, immediately terminate the Agreement upon written notice to the Hauler.
10. Record Retention: Hauler shall maintain, on the basis of generally accepted accounting principles, all records related to this Agreement for a period, whichever is greater, 7 years or as long as necessary to be compliant with federal, state and local laws. Records will be made available to Sunrise within 10 business days of the receipt of a written request from Sunrise.
11. Enforceability:  This Agreement is entered into by Sunrise for the express, intended benefit of the Community. The Community constitutes an intended third party beneficiary of the terms of this Agreement. The Community is entitled to enforce the terms and provisions of this Agreement to the same extent as Sunrise
12. Counterparts and Distribution: This Agreement may be executed and delivered in any number of counterparts, in the original or by facsimile or electronic transmission, each of which executed and delivered are deemed an original and all of which constitute one and the same instrument.
13. Entire Agreement: This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in a written document signed by Hauler and the Sunrise

Hauler Initials

Sunrise Initials

***Scope of Work:***

1. Waste Removal Scope of Work:
   1. Hauler shall, pursuant to the terms of this Agreement and this Scope of Work, collect, transport, dispose of and, at Hauler's option, recycle, Waste Material (as defined below), at each Community. 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 Communities at which Hauler provides Services hereunder including municipal solid waste, construction waste and bulk waste (collectively, the "Waste Material"). Waste Material specifically excludes radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biomedical, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Hauler will provide all necessary approvals, permits, material, Equipment (defined below) and labor to properly perform the Services described in the Agreement and this Schedule 1. If so required, Hauler shall provide a valid license to perform Services in any municipality where Services are contracted.
2. Description of Services:
   1. All Waste Material collection at each Community shall be performed between 7 a.m. and 6 p.m. Hauler may deviate from this schedule only by permission person authorized by the Sunrise (“Authorized Representative”). These deviations shall be requested in writing and if approved, signed and dated by the Authorized Representative.
   2. Hauler shall keep all Equipment in good repair. For any containers that are replaced, replacements shall be new, or newly refurbished with "ease of use" access through container doors and/or lids. Each new container shall also include Hauler's logo and business phone number.
   3. Hauler's employees shall be fully clothed in a professional manner. Such employees shall not play loud music, etc. that are disturbing to residents and shall use only approved restroom facilities. Such employees shall not consume alcoholic beverages or engage in illegal drug use before or during the business day.
   4. Consent or approval required by any party hereto, as set forth in the Agreement or this Schedule I shall not be unreasonably withheld or delayed.
   5. Equipment:
      1. "Equipment" is defined as the containers used to collect, transport, dispose of, and recycle collected Waste Material.
      2. Unless otherwise set forth herein, all Equipment furnished by Hauler shall remain the property of Hauler. Sunrise shall not modify the Equipment or use it for any purpose other than the purposes set forth herein.
      3. Sunrise shall grant unobstructed access to the Equipment on the scheduled day of collections. Except as may be required on a temporary basis for Sunrise's normal business operations, Sunrise will not move or alter the Equipment and will take reasonable precautions to prevent overloading the Equipment by weight or volume. Sunrise will reimburse Hauler for any damage to Equipment caused directly by Sunrise or its agents or employees. Sunrise is not responsible for payment of any containers that may be set on fire, damaged or destroyed by unrelated parties.
      4. Hauler will not be responsible to Sunrise for damages to parking lots and other driving surfaces (with the exception of curbs and sidewalks) resulting from the weight of Hauler's vehicles or the Equipment.
      5. All containers that are damaged or deteriorating must be changed out within five (5) business days with notice from Sunrise. Any container must be replaced at the Hauler’s expense in the event the container was not damaged or destroyed at the fault of the Sunrise.
      6. Community containers must be placed inside corral at all times (if applicable).
      7. Can refresh of containers is done once a year at no cost to the Sunrise. Additional requests for can refresh are done at a cost of $25.00 per container charged to the Sunrise.
   6. Service.
      1. If the Equipment is inaccessible, such that the regularly scheduled collection cannot be made, Hauler will promptly notify the Sunrise’s office and afford a reasonable opportunity for the Sunrise to provide access.
      2. Hauler shall remove Waste Material from the Community based on each Community’s need as determined by Sunrise.
      3. Trash that may fall from a container or truck in the process of being removed from the Community shall be picked up by Hauler.
      4. For roll-off/compactor service, Hauler agrees to pick-up the container within four (4) hours of initial call.
   7. Extra Collections.
      1. Hauler shall provide extra collections of bulk and/or construction debris as needed when requested by Sunrise or Authorized Sunrise Representative Hauler must leave a receipt for the extra collection that indicates the amount of excess Waste Materials collected, the charges associated with such extra collection, and the date of the extra collection. Sunrise will only pay for extra pick-ups called in by an authorized employee of Sunrise or Authorized Sunrise Representative
      2. The charges assessed by Hauler for such extra collections, shall be charged per the terms of this Agreement.
      3. Where applicable, "roll off" (either permanent or temporary) containers may be loaded with bulk and construction debris. Sunrise agrees to notify Hauler of the volume and type of bulk and construction debris being disposed of and to follow loading instructions provided to Sunrise by Hauler.
      4. Hauler shall position all containers for additional collections so that they do not block any driveways, streets, parking places or walkways, unless otherwise directed by Sunrise site personnel. Additionally, all such containers for disposal of bulk and construction debris shall be placed within any containment fencing that may be provided.
      5. If applicable, additional fees and/or services agreed by both parties after the completion of this agreement will become part of this agreement and fall under the same set of rules and regulations as agreed upon in this agreement.

Hauler Initials

Sunrise Initials