



Waste Management  
National Services, Inc. ("WMNS")  
415 Day Hill Road  
Windsor, CT 06095  
Phone: (888) 625-5323

WM Agreement #  
Customer Account #  
Acct. Name  
Salesperson  
Effective Date

Greystar – 1400 S Wabash  
Ryan Huisman  
2.1.2023

## Owner Services Agreement

### Non-Hazardous Waste Service Summary

#### Service Information

Name	Greystar – 1400 S Wabash	Contact	Mary Mar Rivera-Mandry
Address	1400 S Wabash Ave	Telephone #	
City State Zip	Chicago IL 60605	Fax #	
County/Parish		Email	1400wabashmgr@greystar.com

**Customer Comments:** WM to provide 1-apartment style compactor unit and 3-2yd compactor boxes. City of Chicago container fee = \$12.02 per month per trash container. City of Chicago Personal Property Lease Transaction Tax = \$26.01/month

#### Billing Information

Name	Same as Service	Contact
Address		Telephone #
City State Zip		Fax #
County/Parish		Email

PO#:

#### Service Description & Recurring Rates (additional services will be on additional Service Summary page(s) and included in the Grand Total below)

Quantity	Equipment	Material Stream	Frequency	Base Rate	Monthly
				Container Usage	\$ Compactor Service \$289.00/mo
3	2RC	MSW	7x/wk	\$	\$ 17.85/container emptied
1	2RL	MSW	7x/wk	\$	\$ 10.75/container emptied

Current rate for Extra Pickup (per lift): \$50 + \$12.50 per loose yard and \$37.50 for compacted

Quantity	Equipment	Material Stream	Frequency	Base Rate	Monthly
				Container Usage	\$
2	2RY	Recycle	7x/wk	\$	\$ 6.75/container emptied

Current rate for Extra Pickup (per lift): \$50 + \$12.50 per loose yard and \$37.50 for compacted

\* No Fuel Surcharge, Environmental Charge, Recycle Material Offset ("RMO"), or Regulatory Cost Recovery ("RCR") Charges will be applied. State & Local taxes, and/or fees, if applicable, will be added to the Charges.

#### As Needed Services

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices. See the attached Supplemental Fee Schedule for a partial list.

Contract Term for monthly rate services is for 5 years from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement, which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

 Customer Signature: <u>Ryan Huisman</u>	Printed Name: <u>Mary Mar Rivera</u> <u>Ryan Huisman</u>	Community Manager Title: <u>Waste Management Sales Rep</u> Title: <u></u>	Date: <u>2/3/2023</u> Date: <u>2/2/2023</u>
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Company: WMNS 3ABDD38DD70400...

Printed Name

Title

Date

**1. SERVICES PROVIDED.** WMNS will provide Owner with management of its Conforming Waste and recycling services at Owner's Closed Market Sites and Open Market Sites (collectively, "Sites") and as further described on the Service Summary. Services include the following: (a) assisting Owner with establishing permanent Service for all Sites using WMNS' network of Service Providers; (b) assisting Owner with establishing temporary services which shall include, but are not limited to, disposition of obsolete or damaged materials, compactor relocation, power washing, extra pick-ups requested by Owner, dry runs (e.g., when a truck cannot pick up a compactor due to obstruction or inaccessibility to the compactor), emergency hauls, overweight hauls and other temporary services of any kind, such temporary services to be provided for a fee specified on the Supplemental Fee Schedule attached hereto, or if the service is not included on the Supplemental Fee Schedule at a fee to be mutually agreed to; (c) providing consolidated reporting and individual site billing for all Services provided by Service Providers; and (d) analyzing Owner's waste stream for other waste management and recycling opportunities (e.g. LampTracker, Medwaste Tracker, etc.). When WMNS is approved to provide Services to any Owner's Site, such site shall be considered included as part of this Agreement. Any rebated recycling services to be conducted under this Agreement will be detailed on a separate exhibit. "Conforming Waste" means (i) waste (other than Special Waste or Hazardous Waste) that is Nonconforming Waste and (ii) Special Waste or Hazardous Waste that (A) Owner has asked WMNS to handle, (B) has been correctly described by Owner on a Waste Profile Sheet delivered to WMNS, (C) Owner has provided a representative sample to WMNS upon request and (D) WMNS has agreed to handle. "Hazardous Waste" means any toxic or radioactive substances, as such terms are defined by any applicable laws or regulations. "Nonconforming Waste" is waste that (i) is not in accordance with waste descriptions given by Owner under this Agreement, (ii) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement or (iii) otherwise does not meet the definition of Conforming Waste. "Special Waste" shall include polychlorinated biphenyl wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris, any material containing information (in hard copy or electronic format, or otherwise) which information is protected by or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and other materials requiring special handling in accordance with any applicable law or regulations.

**2. FEES & PAYMENTS.** (a) The fee for performing Services shall be set forth on the Services Summary. Owner shall be liable for all taxes, fees and other charges imposed upon the disposal of Owner's waste products and the Services rendered by WMNS or a Service Provider under this Agreement by federal, state, provincial or local laws or regulations. The fees set forth on Service Summary may be modified to account for: any increase in or to recoup all or any portion of, disposal costs; any change in the composition of the waste; and increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc. Notwithstanding the foregoing, WMNS shall not impose an environmental compliance fee or fuel surcharge upon Owner. Annually, on each anniversary of January 1, 2016, WMNS may also increase the fees for providing Services at Open Market Sites by an amount equal to the percentage increase for the previous twelve-month period in the Consumer Price Index for all for all Urban Consumers - U.S. City Average - Garbage and Trash Collection, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase. All rate adjustments as provided above shall take effect upon notification of same in Owner's invoice. Increases in charges for any other reason not set forth above require the consent of Owner, which may be evidenced verbally, in writing or by the actions, and practices of the parties. (b) Owner shall pay all invoices in full within forty-five (45) days of the date the invoice is received by Owner. Owner shall pay a late fee on all amounts that are sixty (60) days past due at a rate of one and one-half percent (1.5%) per month or, if less, the maximum rate allowed by law. In the event that payment is not made when due, WMNS reserves the right to suspend Services until the past due balance is paid in full. In the event that Services are suspended in excess of fifteen (15) days, WMNS may terminate this Agreement for such default and recover any equipment. The fee set forth on the Service Summary will be adjusted upward to WMNS or a Service Provider's market price in the event that Greystar Management Services, LP or one of its affiliates no longer manages the property.

**3. TERM & TERMINATION.** (a) Except as required by law, the following provisions will apply: (i) WMNS will have the exclusive right to provide the Services at the Sites; (ii) the term of this Agreement will be one (1) year from the Effective Date (the "Initial Term") and shall be automatically renewed for successive one year terms (each a "Renewal Term"). Either party may terminate the Agreement by giving the other party written notice of termination by certified or overnight mail not less than sixty days before the expiration of the Initial Term; and (iv) either party may terminate the Agreement by giving the other party written notice of termination by certified or overnight mail not less than thirty days before the expiration of a subsequent Renewal Term. (b) Owner may terminate this Agreement with respect to any Site which (i) Greystar or Owner deems performance of Services to be deficient; provided, however, that Greystar or Owner has first notified WMNS in writing of this deficient performance, has provided WMNS with twenty (20) days within which to correct the deficient performance (unless some other time frame is mutually agreed upon), and WMNS has failed to correct the deficient performance within this time frame, or (ii) in the event Owner closes or sells a Site serviced under this Agreement; provided, however, that Owner provides WMNS with 30 days written notice of intent to terminate for such a cause, that Owner provides WMNS with adequate written documentation substantiating the closure or sale of the Site and that such termination is subject to any liquidated damages provision in any lease agreements for equipment used at the terminated location.

**4. OBLIGATIONS OF THE PARTIES.** (a) Owner represents and warrants that any waste it tenders to WMNS will be Conforming Waste. If any of Owner's waste contains Nonconforming Waste, WMNS can, at its option, return it to Owner or require Owner to remove and dispose of the Nonconforming Waste at Owner's expense and to reimburse WMNS for any expenses WMNS has incurred. Title to and liability for Nonconforming Waste shall remain with Owner at all times. Title to Conforming Waste is transferred to WMNS upon WMNS' receipt or collection unless otherwise provided by applicable law. (b) Owner shall provide WMNS and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Owner. (c) WMNS represents and warrants that it and its Subcontractors (i) shall perform the Services in a timely, competent and professional manner in accordance with reasonable industry standards of quality and the terms of this Agreement, and (ii) shall perform the Services in a safe and workmanlike manner and in full compliance with all applicable laws. (d) WMNS represents and warrants that (i) it has all required licenses, permits, authorizations and/or registrations and is otherwise fully qualified under the applicable laws and regulations to perform the Services set forth in the Agreement; (ii) there is no pending or threatened litigation that would have a material adverse impact on WMNS's performance under this Agreement, and (iii) Owner's permitted use of the Services will not infringe the intellectual property rights of any third party. (e) Unless otherwise set forth in a written agreement, the equipment, if any, that is provided to Owner pursuant to this Agreement will remain the property of the provider of such equipment. Owner will be responsible for any loss or damage resulting from Owner's handling of the equipment, except for normal wear and tear. Owner will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. Owner will use the equipment only for its intended purpose. On collection day, Owner will provide unobstructed access to the equipment. If the equipment is inaccessible or overloaded by weight or volume, Owner's service will be subject to an additional, reasonable charge. Neither WMNS nor its Subcontractors will be responsible for damage to Owner's driving surfaces resulting from the weight of vehicles or equipment provided to perform Services as long as such vehicles are within the legal road weights for public routes taken to Owner's location(s). (f) WMNS shall be responsible for all acts of its employees including breakage or damage to buildings and occupant property and/or equipment. In the event of such occurrence, WMNS shall i) Promptly investigate all accidents and claims for damages relating to performance of Services as they become known to the WMNS and shall submit an accident report to Building Management within twenty-four (24) hours of the incident. WMNS shall also prepare any reports required by any insurance company or agency that may result in the filing of a claim; ii) Provide a full report of facts, extent of damage, estimated cost of damage, and impact on WMNS's work schedule to Property or Office Manager; iii) Be held liable to the extent of its indemnity obligations as set forth in Section 6 of this Agreement for all damage to Owner or occupant property and/or equipment caused by WMNS's officers, employees, agents, or by the officers, employees, or agents of WMNS's subcontractor(s). (g) Owner reserves the right to have a WMNS employee removed from Owner's premises for cause. Violation of any law or of any part of this Agreement shall be considered just cause for such removal. (h) Where recycling services are provided, the following will apply. Single stream recyclable materials will consist of 100% of Greystar's or Owner's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded. Glass may be included only with specific approval of WMNS. Any material not set forth above is a non-recyclable. Single stream recyclables may contain up to 5% non-recyclables. Wastepaper, including cardboard, shall be provided in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. For all other recyclables, Greystar or Owner shall provide recyclables in accordance with industry standards. Recyclables may not contain any Hazardous Waste or Special Waste. In the event that the recyclables do not meet the specifications, Customer shall have the sole responsibility for any resulting settlement or adjustments including price reductions, transportation, and disposal costs. In the event

costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton. (i) Except as required by law, neither party shall grant access to or disclose to third parties any of the terms or conditions of this Agreement, including but not limited to financial information, pricing, and proprietary information and processes including proprietary reporting tools utilized in the performance of either party's obligations under this Agreement ("Confidential Information"), without the disclosing party's prior written approval. Each party shall further safeguard from unauthorized disclosure any Confidential Information forwarded to or made available by the disclosing party in the performance of services under this Agreement. Neither party shall disclose Confidential Information to any employee, agent (including but not limited to billing agents, and in particular those billing agents that are also engaged in the brokering of or provision of services similar to those covered under this Agreement ), or subcontractor(s) unless the receiving party can show to the satisfaction of the disclosing party that such employee, agent or subcontractor has a legitimate need to know and is bound by a non-disclosure obligation similar to the foregoing. Confidential Information shall not include any information which (i) was publicly available at the time of disclosure; (ii) became publicly available after disclosure without breach of this Agreement by the receiving party; (iii) was in the receiving party's possession prior to disclosure, as evidenced by the receiving party's written records, and was not the subject of an earlier confidential relationship with the disclosing party; (iv) was rightfully acquired by receiving party after disclosure by disclosing party from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality; (v) is independently developed by the receiving party's employees or agents who have not had access to the Confidential Information; or (f) is required to be disclosed by the receiving party pursuant to judicial order or other compulsion of law, provided that receiving party shall provide to the disclosing party prompt notice of such order and comply with any protective order imposed on such disclosure.

5. **INDEMNIFICATION.** (a) Mutual Indemnification for Personal Injury, Property Damage and Violation of Law. WMNS and Owner (each, an "Indemnitor") hereby each agrees to indemnify, hold harmless and defend the other party, Owner's property manager, and their respective parent, corporate affiliates, subsidiary companies, Owner, officers, directors and employees (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Liabilities"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out for personal or bodily injury or death of the Indemnitee's employees, agents, subcontractors or invitees or for damage to property owned, leased, rented or hired by the Indemnitee, to the extent caused by (i) the Indemnitor's material breach of any representations, covenants or warranties set forth in this Agreement (ii) the Indemnitor's or its employees', officers', Owner', corporate affiliates' or Subcontractors' (and their subcontractors at any tier) acts, omissions or violations of an obligation imposed by law in the performance of this Agreement, (iii), with respect to WMNS, any negligent or willful acts during the collection or transportation of Conforming Waste. Notwithstanding anything stated herein, no Indemnitee shall be entitled to the benefits of the indemnity provisions in this Section 5 with respect to any Liabilities to the extent they arise as a result of any negligence or willful or misconduct of any Indemnitee. (b) Environmental Indemnification. WMNS agrees to indemnify, hold harmless and defend Owner, Owner's property manager, and their respective parent, corporate affiliates, subsidiary companies, Owner, officers, directors and employees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of contamination or adverse effects on the environment including any Liabilities for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, to the extent such Liabilities are caused by the Services provided by WMNS under this Agreement with respect to Owner's Conforming Waste; provided, however, that the obligation of WMNS to indemnify the Owner shall not apply to any Liabilities relating to Nonconforming Waste or involving waste products disposed of or handled by providers not selected by WMNS, unless such facilities are owned or operated by WMNS or its corporate affiliates. Owner agrees to indemnify, hold harmless and defend WMNS, its parent, corporate affiliates, subsidiary companies, Owner, officers, directors and employees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of Owner's tender or delivery of Nonconforming Waste. (c) Damages. Neither party nor such party's parent, corporate affiliates, subsidiary companies, Owner, officers, directors and employees shall be liable for consequential, indirect or punitive damages arising out of the performance (or non-performance) of this Agreement.

6. **INSURANCE.** WMNS will keep in full force and effect insurance coverage as follows: (i) workers' compensation insurance in the amounts required by applicable law; (ii) employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee; (iii) commercial comprehensive automobile liability insurance with limits of at least \$5,000,000 combined single limit for bodily injury and property damage per occurrence for "any auto"; (iv) commercial general liability insurance with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate per location; (v) umbrella/excess liability coverage with limits of \$5,000,000 each occurrence and aggregate providing limits excess of the underlying general liability, auto liability and employers liability; and (vi) contractor's pollution liability insurance of at least \$2,000,000 per occurrence. Owner and its property manager shall be an additional insured under the General Liability Policy and WMNS's certificate of insurance shall contain the following language: "Greystar and all owner entities and managed properties are additional insured on the General Liability Policy." "Certificate Holder: Greystar c/o Compliance Depot, 1800 Preston Park Blvd., Suite 220, Plano, TX 75093."

7. **INDEPENDENT CONTRACTOR.** WMNS shall be an independent contractor with respect to the Services performed by WMNS under the Agreement. Owner and WMNS agree that nothing in the Agreement shall be (a) construed as constituting WMNS as other than an independent contractor of Owner for any purpose whatsoever or (b) deemed to create an employer-employee, partnership, franchise or joint venture relationship between Owner and WMNS. WMNS is not authorized to represent Owner and Owner expressly disclaims any liability resulting from such misrepresentation. WMNS shall not be entitled to any benefits and shall be responsible for all applicable income and employment related taxes. Subject to the terms of the Agreement, WMNS shall be entitled to perform work for others during the term of the Agreement.

8. **NOTICE OF DELAYS; FORCE MAJEURE.** (a) Whenever any event delays or threatens to delay the timely performance of the Services, WMNS shall immediately notify Owner of such event and furnish all relevant details. Receipt by Owner of such notice shall not constitute a waiver of the due dates or other obligations of WMNS under the Agreement. (b) Any delay in or failure of performance by either party under the Agreement (other than a failure to comply with payment obligations) shall be excused and shall not be considered a breach of the Agreement if and to the extent caused by events beyond the reasonable control of the party affected, including, but not limited to: acts of God, embargoes, governmental restrictions, imposition of laws or governmental orders, strikes, lockouts, riots, insurrection, wars or other military action, civil disorders, rebellion, fires, floods, vandalism, or sabotage. (c) If WMNS's performance is delayed for any of the reasons set forth immediately above in Subsection (a) for a cumulative period of twenty (20) days or more, Owner may terminate this Agreement with respect to any affected Site(s) by giving WMNS written notice, which termination shall become effective upon receipt of such notice. If Owner terminates pursuant to this Subsection (b), Owner shall only be obligated to pay the balance due for conforming Services that are (1) delivered by WMNS before receipt of Owner's termination notice; and (2) ordered by Owner for delivery and actually delivered within fifteen (15) days after receipt of Owner's termination notice.

9. **MISCELLANEOUS.** (a) Governing Law. The Agreement shall be governed by the laws of the of Texas without regard to its choice of law provisions. WMNS agrees to comply with all Federal and State rules and regulations which are appropriate for the execution of WMNS's duties and responsibilities described herein including, but not limited to, OSHA and other safety-related regulations; EEO (Equal Employment Opportunity), Workers Compensation, Worker's Right-To-Know legislation, Wage, Overtime and similar compensation-related regulations; the Federal Service Contract Act of 1965 as amended; all State statutes and regulations related to Equal Employment Opportunity, a Drug-Free Workplace, Harassment of any nature, Discrimination of any nature and Affirmative Action. (b) Assignment. Neither party shall be permitted to assign this Agreement without the prior written permission of the other party. In the event of a change of ownership or control of WMNS, Owner shall have the option to terminate without liability. Notwithstanding the foregoing, (i) WMNS may use subcontractor selected by WMNS ("Subcontractors") and its corporate affiliates to perform the Services, without obtaining the written consent of Owner; provided, however, that the obligations of WMNS under this Agreement shall not be altered by the use of any Subcontractor; and (ii) either party may assign this Agreement or any part thereof, to its affiliates without written consent of the other party. This Agreement is binding on the successors and assigns of both parties. (c) Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. Should any part, term or provision of the Agreement be declared invalid, void or unenforceable, then such provision shall be construed, as nearly as possible to reflect the intentions of the parties with all terms and provisions remaining in full force and effect. (d) Remedies. The prevailing party in any action to interpret or enforce this Agreement will be entitled to recover its attorneys' fees and court costs. In addition to any other remedies under the Agreement, and notwithstanding anything to the contrary, in the event of any violation or threatened violation of the Agreement, the non-breaching party's remedies at law may be inadequate and it shall be entitled to enforce the Agreement by obtaining an injunction and collecting monetary damages, including but not limited to, court costs and attorneys' fees. (e) This Agreement supersedes the terms and conditions contained in any service agreements, purchase or work orders, bids or proposals between the parties for Sites and Services covered by this Agreement. (f) All notices under this Agreement shall be in writing and shall be sent to Owner at [Address] with cc to Greystar Management Services, LP at [8405 Greensboro Drive Suite 500, McLean, VA 22102, Attention: Pam Darmofalski /Director, Advantage Solutions - National Accounts and Sustainability] and to WMNS at 415 Day Hill Road, Windsor, CT 06095 Attention: Senior Legal Counsel, or to such other address as subsequently modified by written notice given in accordance with this section.



## Waste Management Strategic Accounts

### Schedule of Common Supplemental Services

THINK GREEN®

This Schedule of Common Supplemental Services applies to Open Market Permanent Services as described on Exhibit A

<b>Delivery Service</b>	\$75 per Delivery		
<b>Removal Service</b>	\$75 per Removal		
<b>Extra Trip, Dry-run, &amp; Container Relocation</b>	\$75 per Container for Commercial Services and \$112.50 per Container for Rolloff Services will be assessed in the following situations: - An extra trip is required due to an unserviceable container - A pickup is requested for an empty container - A container relocation is requested		
<b>Container Exchange Service</b>	\$127.50 per Container		
<b>Overage Service</b>	\$50 per Instance		
<b>Extra Pickups for MSW</b>	<b>Container Size</b>	<b>Per PU for Commercial Container</b>	<b>Per PU for Compacting Container</b>
	2yds	\$75.00	\$125.00
	4yds	\$100.00	\$200.00
	6yds	\$125.00	\$275.00
	8yds	\$150.00	\$350.00
<b>Locking Mechanism Installation/Replacement</b>	A one-time charge of \$127.50 applies when adding a Gravity/Locking Bar to an existing container, when a new locking container with a Gravity/Locking Bar is requested or when a Gravity/Locking Bar is replaced  A one-time charge of \$21.25 applies when adding a Pad Lock to an existing container or when a Pad Lock is replaced. A monthly recurring charge of \$7.50 per container applies to all containers adding Pad Locks as the locking mechanism. A \$15.00 charge applies for each replacement key		
<b>Minimum Tonnage for RO</b>	There is a 3-ton minimum disposal charge for all solid, special and hazardous waste rolloff loads		
<b>Container Dig-out</b>	\$135.00 per Container for Commercial Services; Container Dig-out for Rolloff Services to be quoted upon request		
<b>Demurrage (Wait Time)</b>	Additional Wait Time over the first 15 minutes for Commercial Services will be charged at \$76.50 per hour pro-rated based on actual wait time; Additional Wait Time over the first 15 minutes for Rolloff Services will be quoted upon request		
<b>Additional Supplemental Services not listed on this Schedule are available and will be quoted upon request</b>			