

Ally Waste Bulk Removal Service Agreement

Ally Waste Services, LLC
325 S Higley Rd
Suite 120
Gilbert, AZ 85296

Start Date: **09/10/2025**

SERVICE INFORMATION

Property: Mandarinina

Contact: Polly Para

Management Co: Avanti Residential

Address: 5402 E Washington Street
Phoenix, AZ 85034

Legal Entity (the "Client"): Client Name

SERVICE EQUIPMENT/SPECIFICATIONS

<u>Number of Days/Week</u>	<u>Service Days</u>	<u>Container Type</u>
1 Days	TBD	NA

SCHEDULE OF CHARGES

<u>Total # of Units</u>	<u>Total Monthly Charge (not including tax if applicable)</u>
180	\$575

Additional Instructions/Terms:

This Ally Waste Bulk Removal Service Agreement (this "Service Agreement") is made as of the last date set forth below ("Effective Date") by and between Ally Waste Services, LLC, a Delaware limited liability company ("Contractor"), and the Client named above. The undersigned individual signing this Agreement on behalf of Client acknowledges that he or she has read and understands the terms and conditions of this Agreement attached hereto and incorporated herein by this reference (the "Terms and Conditions") and that he or she has the authority to sign this Agreement on behalf of Client. By execution hereof, Contractor hereby agrees to provide to Client, and Client hereby agrees to accept from Contractor, the services and equipment at the charges and frequency specified above in this Agreement, subject to the Terms and Conditions.

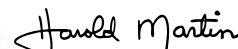
Client: Mandarinina

Contractor: Ally Waste Services, LLC

Print Name: Polly Para

Print Name: Harold Martin

Signature: 

Signature: 

Title: Community Manager

Title: Regional V.P. of Sales

Date: **8/28/2025**

Date: **8/28/2025**

TERMS AND CONDITIONS TO THE SERVICE AGREEMENT

The following terms and conditions (the "Terms and Conditions") are attached to and made a part of the above described Ally Waste Valet Trash Service Agreement (the "Service Agreement") by and between Ally Waste Services, LLC, a Delaware limited liability company ("Contractor"), and the party signing as the "client" on the Service Agreement ("Client" and, together with Contractor, each a "Party" and, collectively, the "Parties"). These Terms and Conditions and the Service Agreement are collectively referred to herein as this "Agreement." Client is the owner of, or authorized agent with respect to, the property identified as the "service location" on the Service Agreement ("Property"). If any conflicts exist in this Agreement between the terms which are printed and those which are typed or written, the typed or written language shall govern.

1. **SERVICES; WASTE MATERIALS.** Contractor agrees to provide Client with waste leveling services at the Property, as more specifically set forth in the Service Agreement ("Services"). The Services include the pick-up and disposal of all large/bulky items (i.e. couches, dressers, mattresses, etc.) accumulated during the "normal" course of apartment living/business. It does not include large/bulky items generated by said apartment units that are going through major refurbishment or remodeling. The latter would be considered excessive and subject to extra service charges. Client hereby grants to Contractor, and Contractor shall have, the exclusive right to provide the Services on the Property. Client will use commercially reasonable efforts to ensure compliance, on behalf of itself and its residents of all service guidelines distributed by Contractor to Client. On scheduled service days, Client agrees Contractor will remove no more than half a trailer (8ftx7ftx4ft) of bulk items from the property. IF additional items are needed to be removed before next scheduled service date, an additional fee may apply. A non-exhaustive list of bulk items that can be removed by Contractor's personnel as part of the Services, is set forth on the attached Accepted and Non-Accepted Items, as may be amended from time to time by Contractor. A non-exhaustive list of waste that will not be removed by Contractor's personnel as part of the Services, is set forth on the attached Accepted and Non-Accepted Items, as may be amended from time to time by Contractor (the "Excluded Waste").

During the Term of this Agreement, Contractor will not provide any of the Services on New Year's Day, Superbowl Sunday, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Halloween, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Additionally, Contractor reserves the right to suspend service during hazardous weather conditions when necessary.

2. **USE OF EQUIPMENT.** Contractor will provide Client with the number and types of collection containers ("Containers") and other forms of equipment indicated under the "**Service/Equipment Specifications**" section on the Service Agreement, as the same may be amended or added to from time to time. All such equipment furnished by Contractor to Client shall remain the property of Contractor and shall be stored on the Property during the Term of this Agreement at no charge to Contractor. Client will be responsible and liable for all loss or damage to such equipment, except for normal wear and tear, and for the contents of such equipment while located at the Property; provided, however, that Client will not be responsible or liable for any loss or damages to such equipment arising from the handling of such equipment by Contractor. Within thirty (30) days following the expiration or termination of this Agreement, Client will be required to clean and return to Contractor all equipment provided by Contractor to Client pursuant to this Agreement in the condition in which it was provided, normal wear and tear excepted.
3. **TERM; TERMINATION.** The initial term of this Agreement shall begin on the Effective Date and shall end on the date that is twelve (12) months following the "**Start Date**" specified on the Service Agreement (the "Initial Term"). This Agreement will automatically renew for a period of twelve (12) months (a "Renewal Term") and will continue to renew for additional Renewal Terms unless and until either Party gives written Notice (as defined in **Section 18**) of termination to the other Party at least ninety (90) days,

but not more than one hundred and eighty (180), prior to the expiration of the then-current Renewal Term (the Initial Term and each Renewal Term are, together, the "Term").

4. TERMINATION.

- a. If Contractor breaches or defaults in the performance of any of its obligations under this Agreement, Client shall provide a notice via certified mail of such breach or default to Contractor. If Contractor has not cured such breach or default within ten (10) days of Contractor's receipt of such notice, Client may terminate this Agreement immediately upon written notification to Contractor. Upon any termination by Client under this Section 4(a), Client shall pay to Contractor any outstanding charges or fees owing to Contractor under this Agreement or in connection with the Services.
- b. If Client breaches or defaults in the performance of any of its obligations under this Agreement, including, without limitation, because of nonpayment of charges or fees hereunder, Contractor may immediately terminate this Agreement upon written notification to Client if Client has not cured such breach or default within ten (10) days of receipt of notice from Contractor describing such breach or default. Upon any termination by Contractor under this Section 4(b), Client shall pay to Contractor any outstanding charges or fees owing to Contractor under this Agreement or in connection with the Services.

5. **LIQUIDATED DAMAGES.** If Client terminates this Agreement prior to the expiration, other than a termination pursuant to **Sections 4 or 5(b)**, Client shall pay to Contractor an amount reasonably calculated to compensate for the Contractor's lost investment resulting from termination which will be calculated as the monthly Service Charge multiplied by six (6). Additionally, Client shall pay back any free and ramped months of service granted at the start of the contract if the Agreement is canceled prior to the end of the Initial Term. Client expressly acknowledges and agrees that the actual damages to Contractor in the event of any such termination are difficult to ascertain, estimate or prove and that the foregoing liquidated damages are a reasonable pre-estimate of the probable loss to Contractor resulting from such termination, are an agreed-upon fee, and are not imposed as a penalty. Contractor requires that any Containers, including cans and lids, originally provided by Contractor be returned to Contractor within fourteen (14) days of termination. Contractor will arrange for one pickup of the Containers during that fourteen-day period with each Client. After the fourteen-day period, if not returned, Contractor will require a reimbursement of the contracted cost per Container.

6. CHARGES AND PAYMENTS.

- a. Client agrees to pay to Contractor the "**Total Monthly Charges**" set forth in the "**Schedules of Charges**" in the Service Agreement beginning with the month in which the Contractor begins providing Services on the Property.
- b. All payments shall be due and payable within 30 days following the issuance date of an invoice provided by Contractor to Client, without deduction or setoff. Contractor may impose, and Client agrees to pay, a late fee for all past due payments. The late fee shall be the lesser of (a) five percent (5%) of the unpaid balance per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Late payments or missed payments may result in suspension of the Services without notice.
- c. Contractor shall not make any such adjustment to the Service Charges during the first twelve (12) months of the Initial Term. Thereafter, Contractor may increase Service Charges by up to 8% in each of the following twelve (12) month periods throughout the Term. Notwithstanding the foregoing, Service Charges shall be adjusted to account for increases or decreases in the number

of residential units existing on the Property and to account for increased costs incurred by Contractor in connection with the Services due to circumstances outside Contractor's reasonable control, including, without limitation, changes in local, state, or federal laws or regulations; imposition of taxes, fees, or surcharges; and Force Majeure Events (as defined below). Any increases in the charges set forth in the Schedule of Charges for reasons other than as provided above shall require the consent of Client, which may be evidenced verbally, in writing, or by the actions or practices of the Parties. Client agrees to pay an additional \$200.00 on their December invoice as a holiday service fee. This fee is necessary to off set additional landfill fees.

7. **TAXES.** Client shall be responsible for and shall pay any and all local, county, state, and/or federal taxes that may be imposed upon all equipment provided by Contractor during the Term of this Agreement.

8. COOPERATION OF CLIENT.

- a. Contractor will be granted unrestricted access to any and all disposal containers, equipment, or measures utilized at the Property, including, but not limited to, solid waste compactors, dumpsters or open top boxes, recycling compactors, and any and all alternative collection means. If Client's compactors or dumpsters are full, Contractor will not provide Services to the Property until such compactors or dumpsters have been emptied, and Client will be responsible for loading into such compactors or dumpsters any waste left by Contractor while such containers or dumpsters were full. Client will provide to Contractor any keys, codes, or other methods of access prior to the Start Date and shall promptly notify Contractor of any changes to such keys, codes or other methods of access.
- b. As needed and upon Contractor's request, Client agrees to provide a secure storage area and parking space ("Storage Space") at the property to store necessary equipment to perform the Services, including but not limited to, a trash cart or pick-up truck. If any of the equipment stored by Contractor in a Storage Space is inaccessible or overloaded by weight or volume, Contractor reserves the right to levy additional charges for costs incurred as a result. Contractor is not responsible for any additional charges levied by any hauler for frequency or pickup/haul based on loading to accommodate obligations under this Agreement.
- c. In the event of a resident move-out, Client is responsible for collecting, emptying, and cleaning Containers designated to the unit.
- d. The Contractor may send occasional Text Messages, emails, or make phone calls for appointment reminders, promotions, and performance of service, as needed.

9. **WASTE BROKER AGREEMENTS.** Client represents, warrants, and agrees that (i) the Services fall outside of the scope of any agreement, formal or informal, that Client may have with a waste broker or similar entity providing any waste services to the Property (each a "Waste Broker Agreement"), and (ii) the execution and performance of this Agreement by Client will not constitute a breach or default or otherwise violate any agreement, including, without limitation, any Waste Broker Agreement, to which Client is a party or violate any rights of any third-parties arising therefrom.

10. **AUTHORITY.** The individuals executing this Agreement on behalf of Contractor and Client hereby represent that they have full and complete authority to bind their respective Parties to all the terms and conditions of this Agreement.

11. INDEMNIFICATION AND LIMITATION ON LIABILITY.

- a. Contractor agrees to indemnify, defend, and hold harmless Client from and against any and all liability which Client incurs as a result of bodily injuries (including death), property damage, or

any violation of law, to the extent caused by (i) any breach by Contractor of this Agreement or (ii) the gross negligence or willful misconduct of Contractor or any of its employees, agents, or independent contractors in the performance of the Services.

- b. Client agrees to indemnify, defend, and hold harmless Contractor from and against any and all liability which Contractor may incur, be responsible for, or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by (i) any breach by Client of this Agreement, (ii) any negligent act, negligent omission, or willful misconduct of Client or any of its employees, agents, or independent contractors.
- c. Notwithstanding the foregoing or anything in this Agreement to the contrary, neither Party shall be liable to the other Party for any consequential, incidental, indirect, exemplary, special or punitive damages arising out of or in connection with this Agreement regardless of whether such damage was foreseeable or Contractor had been advised of the possibility of such damages.
- d. IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. CONFIDENTIALITY.

- a. From time to time during the Term of this Agreement, Contractor may disclose or make available to Client certain non-public, proprietary, and confidential information of Contractor ("Confidential Information") The term Confidential Information includes information in any form or medium (whether oral, written, electronic, or other) that the Contractor considers confidential or proprietary, or information that should by its nature be considered confidential, including without limitation information consisting of or relating to the Contractor's know-how, trade secrets, business plans, personnel information, forms, customer data, training programs, travel, names of agents, inventions, equipment, information technology infrastructure and computer systems, research and development, pricing, purchasing, forecasts, growth plans, purchasing volumes, suppliers, financial information and statements, and financial condition or assets, including, but not limited to, technical, developmental, marketing, sales, operating, performance, cost, know-how, pricing, purchasing, business, customer, prospective customer and process information, computer programming techniques, or any record bearing media containing or disclosing any information and techniques of Contractor. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Client's breach of this **Section 11**; (ii) is or becomes available to the Client on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Client's possession prior to Contractor's disclosure hereunder; or (iv) was or is independently developed by Client without using any Confidential Information.
- b. The Client shall: (i) protect and safeguard the confidentiality of the Contractor's Confidential Information with at least the same degree of care as the Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Contractor's Confidential Information, or permit it to be accessed or used, for any purpose

other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Client's employees who need to know the Confidential Information to assist the Client, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Client is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Contractor of such requirements to afford Contractor the opportunity to seek, at Contractor's sole cost and expense, a protective order or other remedy.

13. **INSURANCE.** Contractor shall maintain insurance with the following limits and coverages during the Term of this Agreement: (i) General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Workers Compensation with an Employer's Liability limit of \$500,000 each accident, by disease and per employee; (iii) Umbrella coverage with a limit of \$1,000,000. Certificates of insurance evidencing these requirements will be available upon written request by Client.
14. **INDEPENDENT CONTRACTOR.** Client consents and agrees that Contractor is an independent contractor and shall have the full power and authority to select the means, manner, and method of performing its obligations hereunder, including the Services, without detail control or direction by Client. Compliance by Contractor with directions, practices, or orders issued by Client or its representatives as to any matter desired by Client shall not be deemed to alter Contractor's status as an independent contractor.
15. **SUBCONTRACTORS.** Contractor may provide the Services through any of its affiliates, employees, agents, or subcontractors; provided that Contractor shall remain responsible for the performance of the Services and obligations in accordance with this Agreement.
16. **NO THIRD PARTY BENEFICIARIES.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
17. **FORCE MAJEURE.**
 - a. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation of this Agreement (except for any obligations of the Client to make payments to Contractor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) other similar events beyond the reasonable control of the Impacted Party.
 - b. The Impacted Party shall give Notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

18. **NOTICE.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”) must be in writing and addressed to the other Party at its address set forth on the Service Agreement (or to such other address that the Client may designate from time to time in accordance with this **Section 18**). Unless otherwise agreed to between the Parties or set forth in this Agreement, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the Client; and (b) if the Party giving the Notice has complied with the requirements of this **Section 18**.
19. **ASSIGNMENT.** Client may not assign or otherwise transfer this Agreement or its rights or obligations hereunder without Contractor’s written consent, which consent shall not be unreasonably withheld. If the Property is sold or if Client is acquired or merges with or into another entity, Client shall cause this Agreement to be assigned to and assumed by the successor entity or the respective successors and assigns of the Property, as the case may be. Contractor may assign this Agreement and its rights and obligations hereunder without Client’s consent, and Client agrees to release Contractor from any liability under this Agreement accruing from and after the date of such assignment. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.
20. **AMENDMENT.** No amendment or modification to this Agreement shall be effective unless in writing and signed by an authorized representative of each Party.
21. **WAIVER.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, partial failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, or further exercise thereof or the exercise of any other right, remedy, power, or privilege available to such Party.
22. **ENTIRE AGREEMENT; SEVERABILITY.** This Agreement represents the entire agreement between the Parties and supersedes any and all other agreements, whether written or oral, that may exist between the Parties. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
23. **GOVERNING LAW; ATTORNEY’S FEES.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware. In the event of a breach of this Agreement, the non-breaching Party may recover all reasonable attorney’s fees, collection fees, and costs of the breaching Party incident to any action brought to enforce this Agreement.
24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Prohibited Items

Prohibited Items	
Hazardous	Renovation debris
Waste Paints	Tree limbs
Oils	Fencing
Green waste	Concrete/asphalt
Carpet	Car parts
Construction debris	Tires
	Batteries