



**WASTE CONSOLIDATORS, INC.**

**- WCI SERVICE AGREEMENT -**

**\*\*\*\*Waste Hauler empties cans (Mon-Thur-Sat)\*\*\*\***

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This is a Service and Authorization Agreement effective as of \_\_\_\_\_, 2018 by and between

**Tempe Vista Apartments** ("Client") at 2045 E. Broadway Road, Tempe AZ 85282 and...

**WASTE CONSOLIDATORS, INC.**

**-OUTLINE OF WCI SERVICES-**

**Waste Consolidators will provide and perform, with a high degree of professional skill and diligence, the following services for the client:**

1. Manage trash flow by evenly distributing and moving bin trash on-site five (5) times per week (excluding bulky items such as mattresses, appliances, sofas, etc., and excluding green waste, hazardous waste items or items forbidden by law to be disposed of in normal trash).
2. Sweep enclosures each service day as necessary.
3. Unless large items are included as part of a regular monthly service charge (see page #2 of Service Agreement), Waste Consolidators will pick-up large items (mattresses, sofas, furniture, etc.) and remove to a disposal site for a nominal charge per item.
4. Waste Consolidators will remain on call, Monday-Saturday until 12:00 PM for any overflow problems or messy enclosures at no extra charge.
5. The Client will receive service Monday and Wednesday-Saturday (with Tuesday and Sunday off) or Monday, Tuesday and Thursday-Saturday (with Wednesday and Sunday off) for significant waste maintenance problems (excluding Labor Day, Independence Day, Memorial Day, Christmas, Thanksgiving, and New Years Day). Waste Consolidators will have sole discretion regarding whether service will be provided on the above holidays.
6. As part of its waste control program, Waste Consolidators will survey the Clients' property and advise Client as to the most aesthetic and cost-effective use of dumpsters and/or trash compactors at the facility. Waste Consolidators may make the necessary changes to the hauling service with client approval.
7. It is expressly agreed and understood that Waste Consolidators will provide all the material, supplies, equipment and personnel necessary to accomplish the above listed services as stated.
8. This service agreement is subject to an additional charge of up to \$75 for the month of December only which will be labeled "Holiday Service Charge" on your December invoice. This charge enables us to offset the cost of all the additional labor needed to keep your property clean and well maintained throughout the Christmas and New Year holidays.

\* **PLEASE NOTE**...We are **NOT** Waste Haulers - Unless otherwise specified, you will continue to use your current Waste Hauler to empty your property's dumpsters.



# WASTE CONSOLIDATORS, INC.

## SERVICE AGREEMENT for Tempe Vista

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### Waste Consolidators will be compensated for its services as follows:

The Client will pay \$ 275\* per month Starting 10/22/18 including the weekly pick-up and disposal of all large/bulk items.

The Client will pay \$ 425\* per month Starting 1/1/19 including the weekly pick-up and disposal of all large/bulk items.

\***Please Note**—This monthly fee includes the pick-up and disposal of all large/bulk items (i.e. couches, dressers, mattresses, etc.) accumulated during the 'normal' course of apartment living/business. It does not include large/bulk 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.

The Client understands and agrees that all services are billed and payable upon receipt. The Clients' failure to pay for service without good cause may result in the suspension and/or termination of services. Interest will accrue on unpaid invoices at the rate of one and one-half (1 ½%) percent per month. Upon termination of services, the Client agrees to compensate Waste Consolidators for the portion of services actually performed under this agreement. The above monthly fee may be subject to an annual increase with a 60 day notice.

### DURATION

This contract shall be effective on the date set forth above, and shall continue monthly thereafter, unless and until either party gives a thirty (30) day written notice of termination.

### MISCELLANEOUS PROVISIONS

This Agreement represents the entire agreement between the Client and Waste Consolidators. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in the State of Arizona.

The above outline constitutes the entire outline of services set forth for this agreement. Any other services not specifically set forth shall be requested by the Client in writing and be subject to (1) Waste Consolidators availability to perform the requested services and (2) any fees set forth by Waste Consolidators for the performance of the services.

Dated: 10/17/ 2018

Client: Tempe Vista

Signature

Mr. DZ Thomas

Title

Property Manager

Address

2045 E Broadway Rd

City/State

Tempe AZ 85282

Phone

(480)-894-1700



### WASTE CONSOLIDATORS, INC.

Authorized by:

Kyle D. Thomas

Title:

President