
TERMS AND CONDITIONS

CONTRACTOR'S DUTIES. Contractor shall collect and dispose of all waste materials (garbage, trash and other solid refuse) of the Customer placed in the containers provided by the Contractor at the service address and location or relocation address, at the frequency of service indicated. Contractor shall not be required to accept any toxic, flammable or other hazardous wastes placed in the containers. After notice given to it by the Customer, Contractor shall make any necessary repairs to the containers furnished for use by the Customer and shall replace the container when the containers are no longer fit for the purpose intended.

CUSTOMER'S DUTIES. The containers shall be in the possession and control of the Customer. Customer shall be responsible for the cleanliness and safekeeping of the containers. Customer agrees to hold harmless and indemnify Contractor against all claims, lawsuits and any other liability for injury to persons or damage to property arising out of the possession or use of the containers by the Customer. All containers furnished by the Contractor for use by the Customer shall remain the property of the Contractor and the Customer shall have no right, title or interest in them. Customer shall not make any alterations or improvements without the prior written consent of the Contractor. Customer shall not overload the containers, nor use them for incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear.

PRICE AND PAYMENT. Customer shall pay Contractor on a monthly basis for the collection and disposal service provided by the Contractor (including all charges for container use and maintenance) in accordance with the schedule of charges shown on the reverse side.

Payment shall be made by Customer within ten (10) days after receipt of an invoice from the Contractor.

DISPOSAL COSTS INCREASE. Since sanitary landfill and other disposal charges to which Contractor is subject are a significant cost of the service provided, Contractor may increase the unit price of the collection services provided the Customer in an amount equal to any equivalent unit increase in disposal cost.

CHANGES. Changes in the price rates, frequency of collection service. Except as provided to, orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

TERM. This agreement, including any agreed changes, shall extend for a minimum period of three (3) years from the beginning date of service, and shall be automatically renewed year to year unless either party shall give written notice of termination to the other at least thirty (30) days prior to the annual termination date. Contractor agrees that if Customer no longer requires any collection and disposal service for its waste materials, Customer may terminate this agreement upon written notice given to the Contractor at least thirty (30) days prior to the intended termination date upon payment of all amounts due Contractor. (By certified mail only)

CHANGE OF SERVICE ADDRESS. This agreement shall continue in effect for the term provided herein and shall apply to change of service address location or additional service locations of the Customer within the area in which Contractor provides collection service.

ASSIGNMENT AND BENEFIT. This agreement and all changes thereto shall be binding on the parties and their successors and assigns. This agreement may be assigned by the Contractor only upon written consent of the Customer.

LESSEE is responsible for maintenance, taxes and insurance on the equipment unless spelled out on the face of the agreement by said parties.

LESSOR owns the equipment and the Lessee has full and exclusive use thereof.

DRIVEWAYS AND PARKING AREAS. Customer warrants that any right of way provided by the Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all of the Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the service herein contracted.

ATTORNEY'S FEES. In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

ASSIGNMENT AND BENEFIT. This agreement shall be binding on the parties and their successors and assigns.

MISCELLANEOUS. If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written, the typed or written language shall govern.