

If it's service, it's us!

J.P. Mascaro & Sons

Corporate Headquarters
2650 Audubon Road
Audubon, PA 19403
484-398-6500
1-800-222-1818

Trash & Recycling Written Handshake Service Agreement



Customer service address:

Willow Bend
944 E. Johnson St
Philadelphia, PA 19138

Customer billing address:

Lindy Properties
207 Leedom Street
Jenkintown, PA 19046

Contact: Karen Taha/Frank Lindy

Phone: 215-242-4235

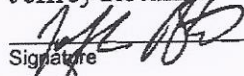
Service start date: 4/1/09

Scheduled Trash Service	Number of containers: 1 Size of containers: 6,8 Cubic yards Pick-ups per week: 2 Monthly service rate: \$630.00
Recycling Service	Number of containers: 1 Size of containers: 2 Cubic yards Pick-ups per week: 1 Monthly service rate: \$Included
On Call Service	Number and type of containers: Size of containers: Service rate: \$
Special Terms and Services; Additional Information	We guarantee 1 st year pricing and for 2 nd and 3 rd year pricing a maximum of 6% increase relative to the Consumer Pricing Index.

Additional terms on page two.

For Mascaro:

Jeffrey Rotunno


Signature

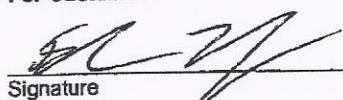
Jeffrey Rotunno

Name and Title

Delaware Valley ☐
Lower & Wile Roads
Souderton, PA 18964
1-800-444-6272

Lehigh Valley ☐
315 Basin Street
Allentown, PA 18103
1-800-333-4624

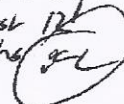
For Customer:


Signature

Frank Lindy 2/13/09
Name and Title

Berks-Lancaster Area ☐
600 West Neversink Road
Reading, PA 19606
1-800-334-3403

Scranton, Wilkes-Barre Hazelton ☐
871 East Main Street
Nanticoke, PA 18634
1-800-243-7575

no Fuel charge
for first 12
months 

OK
2/13/09

TERMS and CONDITIONS

1. This is a contract for MASCARO to be the exclusive waste service provider for CUSTOMER.
2. MASCARO agrees to provide the services described above and any other services CUSTOMER may need. Other services will be charged at standard MASCARO rates subject to the consent of the CUSTOMER.
3. This Agreement may be canceled only if there are substantial deficiencies in service that are substantiated and cannot be reconciled. The CUSTOMER must give notice of deficient service in writing, and thereafter MASCARO must be given a 60 day period to rectify the deficiencies.
4. MASCARO agrees to perform all work in accordance with applicable laws.
5. MASCARO agrees to provide and maintain equipment in good working order.
6. MASCARO agrees to maintain at least \$25,000,000 of liability insurance.
7. CUSTOMER agrees that MASCARO will not be responsible for any damages to the CUSTOMER'S driveway, parking lot, pavement, curbing or similar surface resulting from the normal operation of collection vehicles and equipment used to provide waste services.
8. The CUSTOMER is responsible for the custody, control and safe keeping of all MASCARO equipment in the CUSTOMER'S possession.
9. CUSTOMER acknowledges that the waste material collected and disposed of by MASCARO is solid waste categorized as municipal or municipal-like waste in accordance with applicable law. MASCARO is not permitted and cannot accept hazardous waste as defined by the US. Environmental Protection agency. Title to and liability for any such hazardous waste shall remain exclusively with the CUSTOMER.
10. MASCARO agrees to bill CUSTOMER monthly and CUSTOMER agrees to pay within thirty (30) days. CUSTOMER understands that late payment may result in interest charges, suspension and/or termination of service.
11. MASCARO agrees that its service rates are guaranteed for the first year of this Agreement. After that, service rates may increase annually based upon the Cost Price Index related to the transportation and waste disposal industry for the prior year. Additionally, substantiated cost increases caused by changes in law, environmental regulation, court order or administrative decision may be passed through to CUSTOMER when they occur.
12. CUSTOMER understands that this Agreement is for three (3) years and will automatically continue for additional terms of ~~three (3)~~ ^{one (1)} years unless canceled by the CUSTOMER or MASCARO. If CUSTOMER does not wish to have the Agreement automatically renew, CUSTOMER must notify MASCARO of its desire to cancel this Agreement. This notice of cancellation must be sent via certified mail and received at least one hundred and twenty (120) days before the beginning of the next ~~three (3)~~ ^{one (1)} year term.
13. This agreement is binding on both MASCARO and the CUSTOMER, their successors and assigns. The CUSTOMER may not assign this agreement without the written consent of MASCARO.
14. CUSTOMER reserves the right to cancel this Agreement before the end of the term by paying MASCARO a liquidated damage amount equal to three times the monthly service rate.