



If it's service, it's us!

# J.P. Mascaro & Sons

Corporate Headquarters  
2650 Audubon Road  
Audubon, PA 19403  
1-888-MASCARO  
484-398-6500

## Trash & Recycling Written Handshake Service Agreement



### Customer service address:

Haverford Court Apartments  
7400 Haverford Ave  
Philadelphia, PA 19151

### Customer billing address:

Lindy Property Management  
207 Leedom St  
Jenkintown, PA 19046

Contact: *Michelle Rose*

Phone: 215-240-6585

Service start date: *6-1-15*

<b>Scheduled Trash Service</b>	Number of containers: See Exhibit A Size of containers: Pick-ups per week: Monthly service rate: \$
<b>Recycling Service</b>	Number of containers: See Exhibit A Size of containers: Pick-ups per week: Monthly service rate: \$included
<b>On Call Service</b>	Number and type of containers: Size of containers: Service rate: \$
<b>Special Terms and Services; Additional Information</b>	See Exhibit A

### Additional terms on page two and three

For Mascaro:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Jeffrey Rotunno

Name and Title \_\_\_\_\_

Delaware Valley ☐  
1-800-444-6272

Lehigh Valley ☐  
1-800-333-4624

For Customer:

*Lori Kolinchak* *4-29-15*  
Signature \_\_\_\_\_ Date \_\_\_\_\_

*Lori Kolinchak - Regional Mgr.*  
Name and Title \_\_\_\_\_

Berks-Lancaster Area ☐  
1-800-334-3403

Scranton, Wilkes-Barre Hazleton ☐  
1-800-243-7575

SEND REMITTANCE TO P.O. BOX 7250, AUDUBON, PA 19407-7250

## 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 thirty six months (36) ~~and will automatically continue for additional terms of thirty six months (36) 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 term.~~ *No Auto renew  
J.K.*
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.
15. CUSTOMER agrees that venue for any legal action or suit arising out of or connected with the Agreement shall lie exclusively in the Court of Pleas of Montgomery County or in Pennsylvania Magisterial Courts 38-1-17 or 38-1-20.

## ***Service Criteria and Pricing for Haverford Court***

### **I. Front Load Trash Service:**

- J.P. Mascaro & Sons will provide 4-8 c/yd front load trash containers or 3-8 c/yd front load trash containers (price outlined below)
- Service will be scheduled for three times per week.

**Cost of Front Load Trash and Recycle Service:** 4-8yd- \$1350 per month  
3-8c/yd- \$1250 per month.

### **II. Front Load Recycle Service**

- J.P. Mascaro & Sons will provide 1-2 c/yd front load single stream recycle container.
- Service will be scheduled for one time per week.

**Cost of Recycle Service included in rate above.**

**Terms: Pricing guaranteed for 12 months**

**Cap of 4% for year 2 and 3.**