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SL5 014 (323) 10/09 EQE MFDV CV	TERM. THE INITIAL TERM OF THIS AGREEMBNT SHALL START ON THE DATE OF THIS AGREEMENT ANI CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY REPUEM FOR SUCCESSIVE 36/10/00/11 TERMS LIVESS ETHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST FOLDAYS, PEFORE THE END OF THE THEN CUGRENT TERM ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUMENTALS AND TOTAL SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUMENTALS AND TOTAL SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUMENTALS AND TOTAL SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUMENTALS AND SOLD SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN WASTE MATERIALS. The WEEK MAINTAINS POLITICALS, intectious wastes; or adioactive waste; icollectively, "Excluded Weater", sech as defined by applicable federal, state or focal laws or regulations (collectively, "Applicable Laws"). Customer shall indominity, defined and liabilities (including court costs and resomable amorneys' bees (collectively, "Excluded Weaters"), remediation on the cluded Weater in the Waste Materials. TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's high. Tifla to and leaving for any Excluded Weste shall remain with Customer and shall at no time pass to Company.	DO DONDITIONS of fight to collect at a fight	Customer Service Agre AGREEMENT 004199 NUMBER 2066
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TERMS AND CONDITIONS (Continued from other side)

that is an insufficient funds check or is returned or dishonored; and (b) a fuel/emironmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, PAYMENT. Customer shall pay Company for the services and equipment turnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer Customer's creditworthiness or after Customer has made any late payment. Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about

due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

"Weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for

DAMAGE TO PAVENENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's

Company in its discretion up to the maximum amount allowed by Applicable Law. and disposing of Waste Materials until Oustomer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by SUSPENSION. If any amount due from Customer is not paid within 66 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting . .. 3.5.

suspend service or terminate this Agreement for any future failure to pay or other breach. the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application

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breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts aiready owing under this Agreement. PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without

strikes; nots, terrorist acts, compliance with Applicable Laws or governmental orders, tires and acts of God, shall not constitute a breach of this Agreement EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control including ***

fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys's

of this Agreement. parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the MISCELLANEOUS. not in any way be affected thereby Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter This Agreement shall be binding upon and inure solely to the benefit of the parties and their