



# **SERVICE AGREEMENT NON-HAZARDOUS WASTES**

## **Waste Management of Eastern PA**

1121 Bordentown Rd  
Morrisville, PA 19067  
Phone:  
Fax:

CUSTOMER ACCOUNT 257-46789  
SIC CODE 6513 - OPS OF APARTMENT BUILDINGS  
LIBRARY 132a - Telford  
EFFECTIVE DATE 1/1/2007

ACCOUNT NAME The Park at Westminster  
SERVICE ADDRESS 600 Valley Rd  
ADDRESS #2  
CITY Warrington STATE PA ZIP 18976  
PHONE (215) 343-3324 FAX  
CONTACT John  
E-MAIL  
COUNTY BUCKS - Bucks County  
MUNICIPALITY Bwarr

BILLING NAME The Park at Westminster  
BILLING ADDRESS 207 Leedom St  
ADDRESS #2 C/o Lindy Property Management  
CITY Jenkintown STATE PA ZIP 19046  
PHONE (215) 886-8030 FAX  
CONTACT Alan Lindy  
E-MAIL  
COUNTY BUCKS - Bucks County  
MUNICIPALITY Bwarr

☒ Yes Are the Service and Billing addresses the same?

Reason	System	Quantity	Size	Waste Type	Lids, Locks, Wheels	Frequency	M	T	W	TH	F	S	SU	Charge(s)
REN	FL	6	2FC	MSW	Lids + Wheels	3xWK	X		X		X			\$ 1,921.77 per Month
REN	RC	5	96M	Commingle	Lids + Wheels	Eow					X			\$ 54.08 per Month
REN	RC	5	C96	Newspaper	Lids + Wheels	Eow					X			\$ 54.08 per Month
														per Month
														per Month

**Total** \$ 2,029.93 per Month

Reason	System	Quantity	Size	Waste Type	Lids, Locks, Wheels	Frequency	M	T	W	TH	F	S	SU	Charge(s)
REN	FL	6	2FC	MSW	Lids + Wheels	3xWK	X		X		X			\$ 1,921.77 per Month
REN	RC	5	96M	Commingle	Lids + Wheels	Eow					X			\$ 54.08 per Month
REN	RC	5	C96	Newspaper	Lids + Wheels	Eow					X			\$ 54.08 per Month
														per Month
														per Month

### SPECIAL INSTRUCTIONS

**Net Change** \$ - per Month

UPON RECEIPT OF DOCUMENTATION, CUSTOMER AGREES TO ACCEPT THIRD PARTY PASS THROUGH'S OUTSIDE OF WASTE MANAGEMENT CONTROL WHETHER LOCAL, STATE OR FEDERAL IMPOSED. THIS IS A 36 MONTH NON-RENEWABLE AGREEMENT. CUSTOMER AGREES TO WASTE MANAGEMENT'S STANDARD FUEL AND ENVIRONMENTAL CHARGES. CUSTOMER OWNS CONTAINERS.

CUSTOMER DEPOSIT	N/A	RENEWABLE	No
PO NUMBER	N/A	TERM	36
JOB NUMBER	N/A	BILL TO ACCT#	N/A
RECEIPT REQUIRED	N/A	DISPOSAL SITE	
TAXABLE	N/A	TEMP/PERM	Permanent

**THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.**

TERMS: NET 10 DAYS

**CUSTOMER (The Park at Westminster)**

(Authorized Signature)

(Title)

NAME (Print or Type)

I understand that Fuel and Environmental fees may apply.

(Initial)

**CONTRACTOR (Waste Management of Eastern PA)**

(Authorized Signature)

(Sales Person Name)

(Paperwork Completed By)

Cron, Kelly

Cron, Kelly

(Date)

Service Charges per Month	\$ 2,029.93
Casters	\$ -
Locks	\$ -
Extra Pickup Charges	
per Lift	
per Lift	
per Lift	
per Lift	
per Lift	
Hauling per Load	
Disposal per Ton	
Disposal per Load	\$ -
Total per Load	\$ -
Delivery Charge	\$ -
Relocation Charge	\$ -
Scheduled Charge	\$ -
Container Exchange Charge	\$ -
Trip Charge	\$ -
Removal Fee	\$ -
Minimum Charge per Month/Rental	\$ -





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## **Waste Management of Eastern PA**

1121 Bordentown Rd  
Morrisville, PA 19067  
Phone:  
Fax:

CUSTOMER ACCOUNT 257-46958  
SIC CODE 6513 - OPS OF APARTMENT BUILDINGS  
LIBRARY 132a - Telford  
EFFECTIVE DATE 1/1/2007

ACCOUNT NAME The Park at Westminster Bulk  
SERVICE ADDRESS 600 Valley Rd  
ADDRESS #2  
CITY Warrington STATE PA ZIP 18976  
PHONE (215) 343-3324 FAX  
CONTACT John Labar  
E-MAIL  
COUNTY BUCKS - Bucks County  
MUNICIPALITY Bwarr

BILLING NAME The Park at Westminster Bulk  
BILLING ADDRESS 207 Leedom St  
ADDRESS #2 CO Lindy Property Mangement  
CITY Jenkintown STATE PA ZIP 19046  
PHONE (215) 698-2580 FAX  
CONTACT Alan Lindy  
E-MAIL  
COUNTY BUCKS - Bucks County  
MUNICIPALITY Bwarr

☒ Yes Are the Service and Billing addresses the same?

Reason	System	Quantity	Size	Waste Type	Lids, Locks, Wheels	Frequency	M	T	W	TH	F	S	SU	Charge(s)
REN	ROP	1	300	MSW		On-Call								\$ 160.68 per Lift
REN	ROP	1	DTN	MSW		On-Call								\$ 68.02 per Ton
														per Month
														per Month
														per Month
<b>Total</b>														\$ - per Month

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### **SPECIAL INSTRUCTIONS**

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CUSTOMER DEPOSIT	N/A	RENEWABLE	No
PO NUMBER	N/A	TERM	36
JOB NUMBER	N/A	BILL TO ACCT#	N/A
RECEIPT REQUIRED	N/A	DISPOSAL SITE	
TAXABLE	N/A	TEMP/PERM	Permanent

Service Charges per Month	\$ -
Casters	\$ -
Locks	\$ -
Extra Pickup Charges	
per Lift	
per Lift	
per Lift	
per Lift	
per Lift	
Hauling per Load	\$ 160.68
Disposal per Ton	\$ 68.02
Disposal per Load	\$ -
Total per Load	\$ -
Delivery Charge	\$ -
Relocation Charge	\$ -
Scheduled Charge	\$ -
Container Exchange Charge	\$ -
Trip Charge	\$ -
Removal Fee	\$ -
Minimum Charge per Month/Rental	\$ -

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: NET 10 DAYS

**CUSTOMER (The Park at Westminster Bulk)**

[Signature]  
(Authorized Signature)  
Managing Partner  
(Title)  
NAME (Print or Type) Alan Lindy  
(Date)

**CONTRACTOR (Waste Management of Eastern PA)**

[Signature]  
(Authorized Signature)  
Cron, Kelly  
(Sales Person Name)  
Cron, Kelly  
(Paperwork Completed By)  
(Date)

I understand that Fuel and Environmental fees may apply.

(Initial)

## TERMS AND CONDITIONS OF SERVICE AGREEMENT

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all nonhazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/decharacterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. **TERM.** The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of thirty-six (36) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

*No automatic renewal. A.L.*

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

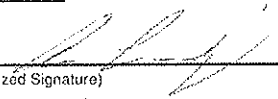
7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.

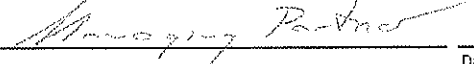
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

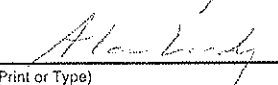
9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

### CUSTOMER

  
(Authorized Signature)

 11/27/07  
(Title) Date

  
Name (Print or Type)

### CONTRACTOR

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Sales Person Name

\_\_\_\_\_  
Date