



# J. P. Mascaro & Sons

*If it's service, it's us!*

## TERMS and CONDITIONS

This plain language Service Agreement is entered between Solid Waste Services, Inc. d/b/a J.P. Mascaro & Sons ("Mascaro") with a principal place of business located at 2650 Audubon Road, Audubon, PA and Lindy Properties 1700 Place, ("Customer") with a principal place of business located at 1700 Street Road B-5, Warrington, PA, 18976. The terms and conditions of this Service Agreement are as follows:


1. This is a contract for MASCARO to be the exclusive waste service provider for CUSTOMER's property in Warrington, Pennsylvania. Customer understands that the agreement is for thirty six months beginning on January 1, 2010 and ending on December 31, 2012.
2. MASCARO agrees to provide the services described in Exhibit A at the prices listed 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, fuel cost increase, 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~~ <sup>terminate</sup> at the of ~~year~~ <sup>year</sup>. ~~additional terms of three (3) years unless canceled by the CUSTOMER or MASCARO. If CUSTOMER~~

A.S.L.

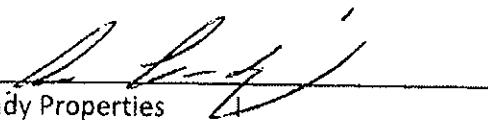
does not wish to have the Agreement automatically renew, CUSTOMER must notify MASCARO of its desire to cancel this Agreement. This notice of cancellation must be sent via certified mail and received at least one hundred and twenty (120) days before the beginning of the next three (3) year term. *review @ end of 3rd month 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.
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 District Courts 38-1-17 or 38-1-20.

**IN WITNESS WHEREOF**, Mascaro and Customer have agreed to the terms and conditions of this contract and have signed and dated the contract below.

  
\_\_\_\_\_  
J.P. Mascaro & Sons

11/6/09  
Date

  
\_\_\_\_\_  
Lindy Properties

11/06/09  
Date

**Exhibit "A"**  
**Service Criteria and Pricing For**  
**Lindy Properties 1700 Place**  
Date Submitted: 11/4/09

**I. Front Load Trash and Recycle Services:**

- J.P. Mascaro & Sons will provide ten (10) eight cubic yard front load containers for trash service. Service will be on a scheduled basis of two times per week.
- J.P. Mascaro & Sons will provide ten (10) sixty five gallon totes for recycle service. Service will be on a scheduled basis of one time per week.

**Cost of Service:** \$2000 per month.

*This proposal is valid for sixty (60) days from the above date.*

Terms:      Terms: Rates are guaranteed for 12 months  
No environmental or administration surcharges.  
Waste Industries Index Cap of 3% for year 2 and 3.

**J.P. Mascaro & Sons Fuel Surcharge Calculation**  
**(Only applicable in year 2 and 3)**  
Base Cost for Diesel Gasoline is \$3.00 Gallon  
1% Surcharge for every \$.25 increase  
\$ Per Gallon/ Surcharge  
\$3.00 /Base Cost = no fuel surcharge  
\$3.25 / 1%  
\$3.50 / 2%  
\$3.75 / 3%  
\$4.00 / 4%  
\$4.25 / 5%  
\$4.50 / 6%  
\$5.00 / 7%