



Waste Management of Eastern PA
1121 Bordentown Rd
Morrisville, PA 19067
Phone:
x:

SERVICE AGREEMENT NON-HAZARDOUS WASTES

CUSTOMER ACCOUNT 449-28749
SIC CODE 99 - Unknown
LIBRARY 192a - Delaware Valley South
EFFECTIVE DATE 5/25/2007

ACCOUNT NAME York House South
SERVICE ADDRESS 5325 York rd
ADDRESS #2
CITY Philadelphia STATE PA ZIP 19141
PHONE (215) 329-3595 FAX (215) 329-8869
CONTACT Tiffanie Small
E-MAIL
COUNTY PHILA - Philadelphia County
MUNICIPALITY Pphl
☒ Yes Are the Service and Billing addresses the same?

BILLING NAME Lindy Property Mgmt York Hs s
BILLING ADDRESS 207 Leedom st
ADDRESS #2 Dept 44
CITY Jankintown STATE PA ZIP 19046
PHONE (215) 886-8030 FAX (215) 329-8869
CONTACT Irina X11
E-MAIL
COUNTY PHILA - Philadelphia County
MUNICIPALITY Pphl

Reason	System	Quantity	Size	Waste Type	Lids, Locks, Wheels	Frequency	M	T	W	TH	F	S	Extra Pickup Rate	Charge(s)
INP	FL	1	8FL	MSW		5x wk	X	X	X	X	X			\$ 909.00 per Month
INP	FL	1	8FY	Cardboard		3x wk	X		X		X			\$ 129.00 per Month
														\$ - per Month
														\$ - per Month
														\$ - per Month
														\$ - per Month
Total														\$ 1,038.00 per Month

Reason	System	Quantity	Size	Waste Type	Lids, Locks, Wheels	Frequency	M	T	W	TH	F	S	Extra Pickup Rate	Charge(s)
	FL	1	6FL			4x WK	X	X		X	X			\$ 569.59 per Month
														\$ - per Month
														\$ - per Month
														\$ - per Month
														\$ - per Month
														\$ - per Month

SPECIAL INSTRUCTIONS													Net Change	\$ 468.41 per Month

PO Number	N/A	Renewable	yes
Job Number	N/A	Term	36 MO
Fuel Surcharge	Non-Exempt	Bill-To / Loc#	N/A
Environmental Fee	Non-Exempt	Disposal Site	
Minimum Tons Apply	No	Perm/Temp	Permanent

Service Charges per Month	\$ 1,038.00
Minimum Charge per Month/Rental	\$ -
Delivery Charge	\$ 50.00
Relocation Charge	\$ 50.00
Trip Charge	\$ 90.00
Container Exchange Charge	\$ -
Removal Fee	\$ -
Casters	\$ -
Locks	\$ -
Taxable	N/A

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 (York House South)

Sally Sanford
(Authorized Signature)
Executive Director 5.22.07
(Title) (Date)
SALLY SANFORD
I understand that Fuel and Environmental fees may apply.
(Initial)

CONTRACTOR (Waste Management of Eastern PA)

(Authorized Signature)
tsunderh
(Sales Person Name) (Date)
(Paperwork Completed By)

TERMS AND CONDITIONS OF SERVICE AGREEMENT

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, nonleachable and non-petroleum solid waste and recyclable materials generated by a Customer's Service Address. Waste Materials includes Special Waste, such as: (a) industrial process wastes, asbestos containing material, petroleum contaminated soils, sealed/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, explosively, biomedical, infectious, nonhazardous, 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 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 13) 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.

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. Upon receipt of the invoice, 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, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. Company may increase the charges to address any increase in or to recoup completion of the Waste Materials or increases in the average weight per container of Waste Materials; to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state, or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to reflect increases in 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 received verbally, in writing, by payment of the invoice or by the actions and practices of the parties. Company reserves the right to charge a fee for the following additional services are provided to Customer: Enclosure Charge, Service on Demand Days, Pull/Push out Services, Container Relocation Fee, or Seasonal/Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer Checks returned for insufficient funds.

5. CHANGES. Changes in the frequency of collection services, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. If Customer changes its service address during the term of this Agreement, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

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 its contents while at Customer's location. Customer shall not overload, move or otherwise use 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. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.


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)	
Executive Director	5.22.07
(Title)	Date
SALLY SANFORD	
Name (Print or Type)	

CONTRACTOR	
Authorized Signature	
	
tsunderh	Date
Sales Person Name	

To: Tommy Sunderhauf

From: Sally Sanford

TINA

Sally:

Looks fine. Please sign and send a copy to Tina in AP, keep a copy in the files. Thanks

Alan Endter

3 pgs.

From: Sally Sanford [mailto:sanford@heyorkhouse.com]
Sent: Monday, May 21, 2007 4:04 PM
To: Alan Endter
Subject: Fwd: 449-28749 YORK HOUSE SOUTH 5325 YORK RD

<<ESA-York House South email INP 87L 05-21-07.xls>>

Hi Sally,

Sorry for the delay in replying to your phone message. I was out of the office all day Thursday and half of Friday. Attached is a service change agreement for York House South. This change increases the trash container from a 6yd can to an 8yd can and increases the pick ups from 5xwk to 6xwk.

Also, we will add an 8yd recycle container for cardboard which will be emptied 3xwk. Increasing the service, while increasing the monthly charges for this account, will actually reduce your monthly charges by \$800 to \$1000 per month with the removal of the open top container.

Please review this email and the attached form. You can sign both pages of the agreement and fax them to me at the number below and we will get the new service increased as quickly as possible.

My contact information is listed below if you have any questions.

Thank you

Tony Sunderhauf
Account Manager
Waste Management of Pa
610-622-8340 - phone
610-622-0767 - fax
tsunderh@wm.com - email

*Tina - I have a note in my file
that I sent you a copy on 5.22.07.
Thanks for your help.*

(Signature)