

ACCURATE TRASH REMOVAL, INC.  
25 Second Street • Lansdowne, PA 19050  
Telephone: 610-284-6600 • Fax: 610-284-0025  
www accuratetrash.com

# SERVICE AGREEMENT NON-HAZARDOUS WASTE

Account Number: 3338.002

Service Name: THE ENCLAVES

Address: 3900 GATEWAY BLVD.

Billing Name: LORRAINE PROPERTY MANAGEMENT  
Address: 210 THE ENCLAVES

City: PATON ABERDEEN State: PA Zip: 19145

City: 207 WEBBOW ST  
SAVON TOWN State: PA Zip: 19046

Phone: 215-463-5566

Phone: 215-886-8030

Contact: WANDA BROWN - PROPERTY MGR.

Contact: ADAM LEVITT of A/P

Email:

Email:

SN	Type	Size	Qty	Freq	Effective Service Date	Monthly Charge	New Account	Business Lic. #	Payment Terms	Net 25 Days
N	EL	8	4	3X	10-1-11	\$1500.00	New Owner		Contract Term	36 Months
E	EL	8	2	1X			Current Account		Rate Cap (%)	6 1/2-4 1/2 2 6 1/2 years 3
W							New Location		C/C #	
O	SN	Type	Size	Qty	Freq	Effective Service Date	Credit Card Payment			
L							Payment Level			
D							Wheels			
							Lock & Chain / GL		Amount	
							Gate		Condition	
							Key-Required		Copies-Made	

## Schedule of Charges as Required:

Delivery Charge	N/A	This is a legally binding contract, and contractor agrees to provide and customer agrees to accept the following services and equipment at the charges and frequency of collection indicated subject to the terms and conditions specified on the reverse side of this agreement.
Relocation Charge	N/A	No Overflow, Construction, Metal, or any Heavy Material Accepted for Above Price. No Grease, Oil, Concrete, Brick, or Dirt of Any Kind accepted.
Cancellation Removal Fee	25 PIC	Do Not Overload Container, Above Price is to Dispose of Container Only.
Overage Charge	12 Overload	Customer agrees that all payments will be made by Check, Money Order or Credit Card.
Administrative Fee	N/A	Cash payments can be made only at Accurate Trash Removal Inc. Office.
Fuel Surcharge & EPA Fee	N/A	There will be a \$35.00 Charge for checks which are returned due to insufficient funds.
Rate Based on LBS Per. / Yrd.	80 LBS	Invoices will be issued on or about the 1st of each Month.
Deposit Required	N/A	
Container Exchange Fee	75.00	
Reactivation Fee (Hold)	N/A	

Comments: ACCURATE WILL DELIVER 2-(6) YARD S.S. RECYCLING CONTAINERS  
WITH BIN CONSTRUCTION IS COMPLETE.

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

Print Name: ADAM LEVITT

Print Name: KEN SCHAEFER

Customer's Authorized Signature: X

Contractor's Authorized Signature

Date 9/1/11 Title Regional Ops

Date 9/1/11 Title SALES MEETING

## TERMS AND CONDITIONS OF SERVICE AGREEMENT

**Term:** The initial term is 36 months from the service effective date. All terms shall automatically renew for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least 90 days, but not more than 180 days, prior to the termination of the initial term or any renewal term. In the event the customer terminates the agreement other than provided above, or contractor terminates this agreement for customer's non-payment, customer shall pay to the contractor a termination cost, a sum calculated as follows: (1) If the remaining term under this agreement is six months or more months, customer shall pay its most recent monthly charge multiplied by six; or (2) if the remaining term under this agreement is less than six months customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term with exception for non-payment. If non-payment occurs then six time monthly charge will apply. This agreement shall continue in effect for the term provided herein and shall apply to changes of service address location of the Customer within the area in which Accurate Trash Removal Inc. provides collection service.

**Waste Materials:** The Waste Materials shall not contain any hazardous materials, or substances, toxic substances, waste or pollutants; contaminants; infectious waste; medical wastes; or radioactive wastes (collectively "Excluded Waste") each as defined by applicable federal, state or local laws or regulations (collectively "Applicable Laws"). Customer shall indemnify costs, and liabilities (including court costs and reasonable attorney's fees), (collectively "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials. Contractor shall acquire Title to Waste Materials when loaded into Contractor's vehicle. Title to its liability for any Excluded Waste remain with Customer and shall at no time pass to Contractor.

**Services:** Customer grants to Company the exclusive right to collect and dispose of all of Customer's Non-Hazardous solid waste materials (including recyclables) (collectively "Waste Materials"), and company agrees to furnish such services.

**Definition Equipment:** The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste materials specified on the face of this agreement. All equipment furnished by the Contractor for the Customer which the Customer has not purchased, shall remain the property of the Contractor and the Customer shall have no right, title or interest in equipment.

**Customer's Duties and Liabilities:** The equipment provided by Contractor is done so for the Contractor's convenience in providing the service called for by this Agreement. Customer shall be responsible for the cleanliness and safekeeping and shall be responsible for damage of the equipment including but not limited to fire, theft, arson, or any other damage caused by vehicles collision. In the event of fire, Customer is responsible for the repair or replacement of equipment. Customer shall not make any other alterations or improvements to the equipment without the prior written consent of the Contractor. Customer shall not overload the equipment nor use it for incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear.

Customer warrants that waste delivered to Contractor hereunder will not contain any hazardous or toxic waste as defined by local, state, or federal regulations. Further, customer agrees to reimburse and indemnify contractor for any costs, including attorney's fees, associated with defending any change. Allegations or finding that material generated by customer and transported by contractor contains hazardous or toxic waste as defined by local, state or federal regulations.

Customer agrees to indemnify and hold harmless Contractor from any and all causes of action brought against Contractor as a result of any action, whether at law or equity, brought against Contractor for any and all causes of action which arise out of the Customer's use of any of Contractor's trash cans/bins/containers of any type whatsoever, and at any location whatsoever. Customer further agrees that if any causes of action, at law or equity, are brought against Contractor, Customer shall pay to Contractor all of their reasonable attorney fees, cost and expenses for the defense of any claims brought against Contractor, as hereinbefore stated.

On Collection day, the Contractor's commercial vehicle shall have clear access to the equipment. If the equipment is blocked to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Contractor's commercial vehicle. Any additional collection will be classified an "extra-pick-up" and so duly charged. Claims concerning missed pick-up shall be made within 24 hours of the miss.

Customer warrants that any right of way provided by Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any pavement or accompanying subsurface of any route reasonably necessary to perform the services herein contracted.

**Charges & Payments:** Customer shall pay Contractor for its services in accordance with Monthly Charge shown on the face of this Agreement. Customer shall be liable for all taxes, permit/license fees, environmental / fuel surcharge imposed by company or federal, state, local or provincial laws and regulations upon the collection, transportation or disposal of Customer's waste materials or services performed hereunder. Payment shall be made by Customer within 25 days after receipt of the invoice from Contractor. In the event that payment is not made when due, Contractor may terminate this Agreement on Notice to Customer, recover any equipment on the premises of Customer and recover the termination cost described above. Contractor may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

**Rate Adjustments:** Contractor may, from time to time by notice to Customer, increase the rate provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to change in location of Customer or disposal facility used by Contractor; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Consumers 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) Contractor's cost due to changes in Applicable Laws. Contractor may increase rates for reasons other than those set forth above with Customer's consent, which may be evidence verbally, in writing or by the parties' action and practices.

**Suspension:** If any amount due from Customer is not paid within 60 days after the date of Contractor's Invoice, Contractor may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Contractor. If Contractor suspends service, Customer shall pay Contractor a service interruption fee in amount determined by Contractor in its discretion up to the maximum allowed by Applicable Law.

**Rite of First Refusal:** Customer grants to Contractor a right of first refusal to match any other 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 Contractor prompt written notice of any such offer and a reasonable opportunity to respond to it.

**Attorney's Fees:** In the event of a breach of this Agreement, by either party, the breaching party shall pay all reasonable attorney's, collection fees and costs of the other party incident to any action brought to enforce this Agreement.

**Miscellaneous:** If any conflict or differences exists in this Agreement between terms which are printed and those which are typed or written the typed or written language shall govern. Changes in Schedule of Charges, Frequency of collection services, number, capacity and type of equipment may be agreed to orally or in writing, by the parties. Consent to oral changes shall be evidence by action and practices of the parties. This Agreement shall be binding on the parties and their successors and assigns.

**In the event the customer has a current agreement, this agreement will take effect at the end of the most current term.**