



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 Bromley House Apartments, ("Customer") with a principal place of business located at 6901 Old York Road, Philadelphia, PA, 19126. 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 at 6901 Old York Road, Philadelphia, Pennsylvania. Customer understands that the agreement is for thirty six months beginning on June 1, 2010 and ending on May 31, 2013.
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 at sixty days prior to the end of agreement MASCARO will contact CUSTOMER to review service and future agreement. If CUSTOMER

would like to cancel service at end of agreement they will send a certified written letter thirty days before the end of the agreement.

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

4/29/10

Date



Lindy Properties

4/29/10

Date

Exhibit "A"
Service Criteria and Pricing For
The Lindy Properties Bromley House

Date Submitted: 3/17/10

I. Front Load Trash Services:

- J.P. Mascaro & Sons will provide two (2) eight cubic yard slant style front load containers for trash service. Service will be on a scheduled basis of two times per week.

Cost of Service Included in Roman numeral II

II. Recycle Service

- J.P. Mascaro & Sons will provide one (1) two cubic yard front load container for recycle service. Service will be on a scheduled basis of one time per week.

Cost of Trash and Recycle Service: \$975 per month.

Terms: **Terms: Rates are guaranteed for 12 months**
 No environmental or administration surcharges.
 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%