



Standard Service Terms & Conditions

SERVICES. St. Louis Recycling & Waste Solutions (herein after, the "Contractor") shall offer to the recipient (hereinafter, the "Client") with one or more of the following products or services: equipment leasing or rental, transportation services, and/or labor services for recyclable, compostable, or waste materials (herein after the "material") as designated by the Service Agreement (herein after the "Agreement"). Client grants to Contractor, including its successors and/or assigns, the exclusive right to provide such services to Client and the right to enter its property to the extent necessary to perform any designated service(s) and agrees to make payments as provided for herein and as stated on Client's invoice(s). Client warrants that it has no existing third-party agreements for such service(s) and agrees to hold Contractor harmless from any claims, losses or damages resulting from such. In the event Contractor is unable to perform its obligations due to an act, event or condition that is beyond Contractor's control, it shall notify Client of such event and the obligations of Contractor may be temporarily suspended during any inability so caused by such event, act or condition. In the event Client claims that Contractor is in breach of any provision of this Agreement, Client must notify Contractor in writing *via certified mail* of the alleged breach and allow Contractor at least ten (10) business days to cure alleged breach.

TERM. The term shall be designated by the service term length selected, initialed or notated within the Agreement (above). If a term has not been selected and initialed by Client herein, the default term will initiate as a 36-month term and, unless superseded by new agreement, subsequent service terms shall automatically renew in successive 12-Month terms at the current adjusted market rate(s) unless either party shall give written notice of non-renewal or a service modification request, which in the case of any notice to Contractor shall be sent to the email address stated on Client's last invoice no less than thirty (30) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term (together, the "Term"). Client agrees that this Agreement applies to any change of Client's location and all additional locations of Client within the Contractor's service area for similar type service(s) contemplated hereunder, whereby Client agrees to provide Contractor with first refusal rights for any additional locations.

FEES. Client shall pay Contractor monthly service fees in accordance with the Agreement and the invoices emailed to Client, whereby default pricing displayed assumes a standard scope-of-work with outside-placed equipment in a parking lot, curbside, or with truck access within 25 feet. Contractor may not increase service rates, fees, or assessments for reasons other than those stated herein without consent which may be evidenced in email, in writing, or by the actions and practices of the parties, or by payment of the invoiced services. Contractor's service fees are earned upon arrival with the ability to service the Client's site, regardless of conditions which may prevent Contractor from removing any material. Notwithstanding to the contrary, if Client does not object to an invoice in writing (if via email, Contractor's receipt must be evidenced), within twenty (20) days of the invoice date, the Client shall have conclusively agreed that such invoice is correct in all respects, whether paid or not. In the event of additional charges incurred for any services performed by Contractor not specifically set forth herein, Client must provide consent for any such modification(s). In the event of an expired service term not replaced by a new agreement, a rate adjustment may be reflected under Month-to-Month unlisted pricing. Client's account will become past-due if not paid by the due date listed, whereby Contractor may, at its sole discretion, assess a *past-due payment penalty* at the greater of \$5.00, or 5% of the invoice amount per billing cycle. In the event Client's account becomes 60 days or more past-due, Contractor may suspend services until the Client's account has been paid current. Continued non-payment may result in agreement breach and is subject to the liquidated damages listed herein. *"In efforts to maintain Client's services without interruption, whereas in the event of a service agreement renewal notice (or) service rate modification notice sent to Client and subsequently not acknowledged, executed, or unreturned by Client to Contractor prior to the effective date displayed, by default, continued service(s) beyond the effective date confirms Client's acceptance and agreement of the service renewal or modification and Client agrees to abide by any terms and conditions listed and pay any newly stated fee(s)."*

ADJUSTMENTS. The parties agree that the type, frequency, and/or scope of work may be adjusted during the term of the Agreement and may be demonstrated in writing, via email, or by the actions and practices of the parties, becoming part of this Agreement. In the event Client requests additional services or a change in the type, scope or frequency of services, the fees charged by Contractor will be adjusted and Client agrees to pay the adjusted fees. In order to keep routing changes from constant fluctuation, we offer service reductions on a quarterly basis only. Other than Month-to-Month terms, service(s) pricing is fixed for the initial 12-months of the term with a 5% annual rate cap for years (2-3) when the total term is 24-36 months. Bin and Dumpster services assume the average material weight density does not exceed 90 lbs per cubic yard, with each 96gal bin equating to ½ cubic yard. In the event of higher material weights collected, the applicable costs(s) will be communicated to Client with an invoice adjustment, or if overweight material is ongoing a permanent rate modification unless Client agrees to decrease the average material weight. All payments received will be applied to the account, which may result in a credit balance. Overpayment refunds will not be issued unless the account is closed with a zero balance. Client agrees to pay extra service fee(s) for any of the following: (i) Overflow material not properly contained or exceeding the height or internal capacity of contracted equipment (at \$5.00 per ½ cubic yard); (ii) Contamination or unacceptable material (at \$5.00 per item); (iii) Overweight material exceeding the average pounds per cubic yard listed herein (at \$7.50 per ½ cubic yard); (iv) Saturated contents due to leaving lids open on contracted equipment (at \$5.00 per ½ cubic yard); (v) Site delays when efforts provided exceed the scope of service(s) designated herein or by unforeseen events affecting Client's site (TBD at rate of \$25.00 per 10-min increment).

MATERIAL OVERFLOW. Client agrees that material placed next-to or outside of containers provided, or material exceeding the closed-lid storage capacity, exceeds the scope of services provided for herein and circumvents the service rate(s) associated with Client's container(s) capacity and service frequency. At Contractor's sole discretion, overflow material may be removed and shall incur an Administrative fee of \$10.00 plus additional Handling/Labor fee(s) of \$5.00 each ½ bin's worth of material (or) \$10.00 each if Valet service, which Client accepts and agrees to pay. If material outside contracted equipment is consistently overflowing by Contractor's determination, the site may be deemed as "under-serviced" and the container count and/or service frequency may be required for increase. *"Client may opt-out of overflow handling fee by email request sent to (Support@stlouisrecycling.com) and upon return email confirmation, any material overflow will not be removed, nor fees incurred for future visits."*

EXCLUDED / UNACCEPTED MATERIAL. Client warrants that the materials placed in the equipment shall not include any of the following considered as contamination, in relation to contracted services below:

Single-Stream Recycling Service: plastic films (plastic bags, stretch film, bubble wrap or other thin plastic packaging materials, etc.), Styrofoam, batteries, carpeting, wood and construction material, mattresses, light bulbs/lamps, syringes/needles, organic material (food, human, pet, yard waste, tobacco, etc.), electronics, toys, motor parts, housewares, sheet glass, or any "waste" material listed below.

Commercial Waste Service: chemicals & fuels, concrete and other construction & roofing material, sheet steel, iron, rebar, sheet glass, etc., radioactive, volatile, flammable, explosive, biomedical, toxic or hazardous material. The term "hazardous" shall include but not be limited to any waste item listed or characterized as hazardous or biohazardous by the U.S. EPA or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, or as applicable by any state, county, city or other municipal law or regulation.

Shredding Services and Paper-only Recycling: substances other than office paper and manila file folders, staples and small binder clips; contamination materials will include but not be limited to: large binder clips, ringed binders, plastic-covered folders/binders with or without cardboard inserts, CD's, diskettes or other media types, large amounts of rubber bands, or any other non-paper material not listed herein.

Compost Service: substances other than organic material, defined as food waste and scraps, yard waste, paper napkins and towels, non-wax coated cartons, or other plant-based organic matter as communicated.

Title to Material. Title to and liability shall always remain with Client, regardless of whether any unacceptable material is loaded or unloaded, and Client expressly agrees to defend, indemnify and hold harmless the Contractor, or its assigns, from and against any all damages and liabilities resulting from or arising out of such material.

Contamination. Contractor is not required to collect unacceptable material and reserves the right to temporarily suspend services, however, to facilitate timely services and reduce the requirement for recycle-to-trash-conversion. Contractor staff may attempt to hand-remove and dispose of excluded material from a recycling container under the following conditions: items must be reachable, dry, lightweight, inside a bag or easily removable from container, with the exclusion of organic material (food, yard debris), cigarette butts, liquids, or other items deemed unremovable and an available trash container must be close by. Hand-remove fees will be evidenced and incur a \$10.00 Admin Fee plus a handling fee of \$5.00 per contamination item removed or identified which Client agrees to pay. If Client or Contractor's staff is unable to hand-remove contamination or unacceptable material, Contractor shall have the right to arrange for lawful disposal of such material at the sole expense of the Client, of which Client agrees to pay pursuant to invoice(s) sent by Contractor. If Client's contamination collected by Contractor requires diversion from recycle to landfill, or, if a trash conversion pickup has been requested by Client, a \$150.00 landfill conversion fee shall be assessed for all non-hazardous material. For any hazardous or biohazardous material evidenced in a Client's container, a \$250.00 minimum fee may be charged but not limited to that amount in the event of extraordinary measures required, penalties, fines or legal action taken against Contractor or its assigns. Client shall indemnify, defend and hold Contractor and its affiliates, parents, and subsidiaries, and their respective officers, directors, members, managers, employees, agents and representatives, harmless for any liability, costs, fees, fines, suits, or damages resulting from or arising in connection with placing or depositing such material in or around Contractor's equipment and shall pay Contractor its reasonable expenses for handling, loading, transporting, and caring for any such material.

ASSESSMENTS. Because recycling, waste disposal, transportation, environmental compliance, and fuel costs, and all other costs of doing business, constitute a portion of the service costs provided by Contractor and its affiliates, the Client understands and agrees that Contractor may increase service rates to account for any increase in such material processing costs, or to account for any increase in transportation costs due to sustained changes in fuel prices or the location of the disposal facility, by notifying Client and showing the amount on the Client's invoice which Client agrees to pay. Client agrees that Contractor may pass through to Client cost increases caused by material weight(s) collected that are higher than those estimated, including container overflow. In the event or occurrence of an act, event, or condition that is beyond the control of Contractor and that materially or adversely affects the cost of operation by Contractor or maintenance of Contractor's equipment and facilities, Contractor will communicate to Client as soon as practical.

SITE ACCESS. Client shall provide unobstructed access to service the Equipment at its predesignated staging area(s) and agrees that Contractor may access, move or replace the Equipment at any time, with or without notice to Client during normal business hours (M-Sat, 7-5pm). Sites are allotted a reasonable 5-minute wait time for temporary service blockages. Contractor's staff are not required to ask nor help resolve any blockages unless part of a written, pre-agreed upon procedure between Client and Contractor. In no event are Contractor's staff permitted to wait beyond 10 minutes for any reason. If the Equipment is inaccessible beyond the Contractor's control, or contamination has prevented collection, where regularly scheduled pick up cannot occur under standard conditions, Contractor will attempt to notify Client as soon as practical and afford a reasonable opportunity to provide access to the Contractor's nearest availability and Client agrees to pay the additional service fee. Contractor shall not be liable in any way and shall not be deemed to be in breach of this Agreement for the failure to collect any materials in the event Contractor did not have, or was denied, access to the equipment or premises. *"Special accommodations may be sent by email request to "Client Support" (support@stlouisrecycling.com) and, if approved, become part of the Agreement, which may or may not incur additional service costs."*

EQUIPMENT. The word "equipment" as used herein shall mean any container or other equipment used for the storage or processing of waste, recyclable, or compostable material utilized in the performance of this Agreement. Client acknowledges that it has the care, custody and control of any equipment furnished to Client while it is at Client's premises and accepts sole responsibility, and shall be liable, for all loss and damage (normal wear and tear excepted) to such equipment and for the cleanliness and safekeeping of such equipment. Client shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. Client shall not nor authorize another with the movement, removal or alteration of any such equipment without the prior written consent of Contractor. Client shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment to prevent unauthorized access. When public access is of concern, Client may request a locking mechanism to prevent unauthorized access and agrees to pay \$25.00 installation and \$5.00 fee per lock monthly. Client shall ensure container lids remain closed when not in use, as water, snow and ice can enter the container(s), overweighting the material, increasing the site service time and difficulty of emptying, and/or deeming the saturated contents as contamination. All enclosures must meet the enclosure standards (including, but not limited to width, height, depth, concrete strength, gate mechanisms, maintenance and upkeep) of Contractor, which shall be provided to Client upon request. Contractor is not responsible for any damage to an enclosure, fencing, or barriers of any type, or for any expenses arising from any damage to such structures without explicit evidence that Contractor's staff has caused the reported damage. Client shall have no authority nor right to subject Contractor's equipment to any lien or encumbrance. Equipment delivered will be serviceable by Contractor for Client's intended purposes; containers requiring replacement will be designated at the sole discretion of Contractor, whereas replacement(s) requested by Client deemed optional by Contractor will incur equipment movement and/or replacement charges. Client agrees that Contractor reserves the sole, discretionary rights to substitute similar or comparable equipment to perform the specific services stated herein, whereby Contractor may utilize more than one container to deliver upon total cubic yards required.

DRIVEWAYS, CURBS AND PARKING AREAS. Client represents and warrants to Contractor that any right-of-way provided by Client from the equipment location to the most convenient public right-of-way is enough to bear the weight of all Contractor's equipment, containers and vehicles required for the performance of this Agreement. Client assumes all risk and Contractor shall not be held responsible for any damage, costs or expenses arising from damage to any fencing, pavement, curbing, driving surface or sub-surface resulting from Contractor's performance of this Agreement.

INDEMNITY. Client agrees to defend, hold harmless and indemnify the Contractor Parties from and against any and all losses, damages, liability, fines, and expenses (including, but not limited to investigation and legal expenses) arising out of, or in connection with, (i) death or bodily injuries to any person, destruction or damage to any property, or contamination of or adverse effects on the environment, (ii) any violation of governmental laws, regulations, or orders by Client, (iii) breach of any representation, warranty, obligation, or provision of the Agreement by Client, (iv) use, handling, or operation of any equipment provided to Client by Contractor, (v) damage to pavement, enclosures or equipment as discussed herein, or (vi) by the negligent or willful acts or omissions of Client, its employees, agents, designees or its subcontractors.

AGREEMENT TERMINATION. Any service termination does require a minimum 30-day advanced written notice and the account must have a zero balance prior to the equipment removal order.

Early Termination. In the event Client should request to terminate this Agreement prior to its expiration, other than as provided herein, or Contractor has terminated the Agreement due to Client's unresolved past-due balance, within ten (10) days of notification Client agrees to deliver a single payment to Contractor, as damages, including any past-due payment fees, calculated as follows, for:

Container Services: Client shall pay an average of its three (3) previous monthly charges multiplied by the number of months remaining in the term, up to a maximum of (12).

Balers & Compactors: Client shall pay an average of its three (3) previous monthly charges multiplied by the number of months remaining in the term, up to a maximum of (36).

Damages & Legal Action. In the event Client fails to pay Contractor all amounts which become due under this Agreement and Contractor refers such matter to its attorney or other judicial remedy, Client agrees to pay, in addition to all monies due, all past-due payment penalties, fees and collection costs incurred by Contractor because of such action, including all attorney costs and fees, to the extent permitted by law.

ASSIGNMENT AND BENEFIT. Client's agent, representative, or 3rd party management, may make request to Contractor to assign and transfer the rights and legal obligations of this Agreement to a new agent, 3rd party management, or property ownership upon receipt of a written, signed assignment acceptance of this Agreement in its entirety from the successive party. Client may not attempt to assign or transfer its rights or obligations under this Agreement without the prior written consent of Contractor. Contractor may assign this Agreement without the consent of Client and agrees that any such assignment by Contractor shall release Contractor from any liability under this Agreement after the date of the assignment. Subject to the forgoing, the Agreement terms herein shall be binding on the parties and their successors and/or assigns.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable by another provision which has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, the pre-printed terms and conditions of this Agreement will be made available for download at Contractor's public-facing website and may be modified at any time without notice. Updated terms or conditions in conflict with existing, executed agreements will be reviewed on a case-by-case basis.

GOVERNANCE. This Agreement shall be governed by the laws of St. Louis County, Missouri, without regard to conflicts-of-laws principles, whereby Client's representations, warranties, indemnifications and any arbitration provisions shall survive termination of this Agreement. This Agreement constitutes the entire understanding between Contractor and Client regarding the performance of specific services described herein, and, except as otherwise provided for herein, this Agreement supersedes all other negotiations, representations, understandings and agreements, either written or oral, with respect to such services. The Client or its agent may request its own contract to remain in concordance with this Agreement, which may or may not conflict with this Agreement's terms and conditions, whereby Client explicitly agrees that this Agreement and its terms and conditions shall supersede any Client-supplied terms or conditions without expressed written consent by Contractor. The Agreement may be executed in one or more parts, each of which will be deemed an original copy and all of which, when taken together, will be deemed as one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic mail will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

ACKNOWLEDGEMENT. Client understands and accepts the following: *if applicable*, the single-stream recycling material requirements have been received; for account security and tracking purposes Contractor follows "email 1st priority" communications, whereby Client understands that phone inquiries, while not discouraged, are handled at 2nd priority and may experience a delayed response; Client agrees that to receive the most efficient service experience he/she has been advised to email SERVICE-related inquiries to Support@StLouisRecycling.com and BILLING-related inquiries to Accounting@stlouisrecycling.com.