

STEVENS DISPOSAL & RECYCLING SERVICE, INC

STEVENS STOP & GO PORTABLE TOILETS

P.O BOX 500, Temperance, Michigan 48182

(734)856-8451 (734) 279-2611 FAX:(734)279-2383

www.stevensdisposal.com

Prepared By: **ASHLEY**

Service Agreement No: **123**

Effective Date: **10/18/2010**

Service Agreement Status: **New Customer**

Account Number: **CMA5367**

NONHAZARDOUS WASTE SERVICE AGREEMENT

Service Information

Customer Name: Eastern Washtenaw Multicultural Academy Telephone: (734)677-0732

Additional Customer Name: _____

Address of Premises to be Serviced: 5550 PLATT RD

City, State & Zip: ANN ARBOR Michigan 48108-9762

Customer First and Last Name: TERRY FARHA Cell Phone: (734)320-9411

Email Address: _____ FAX: (734)677-0740

Billing Information

Customer Name: Eastern Washtenaw Multicultural Academy

Additional Customer Name: _____

Billing Address: 5550 PLATT RD

City, State & Zip: ANN ARBOR Michigan 48108-9762

SCHEDULE OF CHARGES

Delivery Fee:	
Monthly Rate:	\$130.00
Container/Service Charge Per	
Extra Pickup Rate:	\$75.00
Rental	
Special Equipment	
Equipment Delivery Date:	10/19/2010

Equipment/Service Specifications

SERVICE TYPE	FL
CONTAINER(S) SIZE	8yd
TRASH PICKUP TYPE	1X
SERVICE(S) DAY	MONDAY
RECYCLING CONTAINER SIZE	4yd
RECYCLE PICKUP TYPE	EOW
VARIABLE FUEL RATE	15
FUEL FEE	\$19.50

OTHER TERMS
CONDITION/REMARKS:

12 month renewable as noted on reverse side.

Thank You for supporting local business. Stevens Disposal & Recycling Service is LOCALLY OWNED AND OPERATED!

Other terms conditions/Remarks: The undersigned, on behalf of Customer identified below, hereby acknowledges, warrants and represents that he or she has read and understands the Terms and Conditions of this Agreement and that he or she has the authority to sign this binding Agreement on behalf of customer.

CUSTOMER: Eastern Washtenaw Multicultural Academy

Authorized Signature: X *Randa Farha*

Print Name Randa Farha

Title Principal Date 10/18/10

CONTRACTOR: STEVENS DISPOSAL & RECYCLING SERVICE

Authorized Signature: X _____

Print Name _____

Title _____ Date _____

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT.

Copies available upon request

Initial here

R.F.

Terms and Conditions of Service Agreement

(1) **EQUIPMENT.** The term "Equipment" as used in this Agreement shall mean all containers used for storage of waste material, portable toilets, stationary compaction units, stationary baling units, waste material loading devices, and such other on site devices and items as may be specified on the face of this Agreement.

a. **Care of equipment.** Customer agrees to and accepts that Customer has the full care, custody, and control of the equipment while on the Customer's premises and accepts responsibility for its cleanliness, safekeeping, loss or damage of its contents resulting from Contractor's handling of equipment. Customer shall not make any alterations or revisions to the equipment without prior written consent of the Contractor. The Customer shall not overload the equipment (by weight or volume), move the equipment, use the equipment for incineration purposes, nor use the equipment for anything other than its proper and intended purpose. Customer shall pay all costs related to damage beyond normal wear and tear.

b. **Access.** Customer agrees to provide unobstructed access to the equipment on the scheduled collection day/s. If the equipment is inaccessible so that the regularly scheduled pickup cannot be made, Contractor will notify the Customer and afford the Customer a reasonable opportunity to provide the required access. If the Customer is not able to be contacted or cannot provide the access the Contractor reserves the right to charge an additional fee for any additional service costs required to provide collection specified on this agreement.

(2) **LIABILITY AND INDEMNIFICATION.** The equipment furnished hereunder by Contractor shall remain the property of the Contractor, however, Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injuries or death to person or loss or damages to property arising out of customer's use, operation, or possession of this equipment. Title to and liability for any materials not within the definition of "waste materials" to be serviced under the provisions of this Agreement shall remain with the Customer and the Customer hereby agrees to defend, hold harmless, and indemnify Contractor from and against any and all claims, lawsuits, damages, penalties, fines, and liabilities resulting from or arising out of the deposit of such excluded materials in the Contractor's containers, trucks, or other equipment servicing the Customer's premises.

(3) **TERM.** The term of the Agreement shall be for ~~(36) thirty six~~ ³⁶ months (which ever is specified on page 1 of this agreement) from the effective date of service, and shall be automatically renewed for ~~(36) thirty six~~ ³⁶ months thereafter unless either party shall give written notice of termination (Certified Mail) to the other party at least ~~sixty (60) days~~ but not more than one hundred eighty (180) days prior to the termination of the initial term or any renewal term.

(4) **WASTE MATERIAL.** The term "waste material" to be collected and disposed of by the Contractor pursuant to this agreement shall include but not be limited to, all solid waste and recyclable materials generated by the Customer. The term "waste material" specifically does not include, and Customer agrees not to place in the Contractor's equipment, any acidic, volatile, radioactive, explosive, medical, infectious, toxic, petroleum based or other hazardous or materials classified as "special waste" as may be further defined by applicable federal, state, or local laws and regulations.

(5) **EXCLUSIVE SERVICE.** Customer hereby agrees to make all timely payments as provided herein and grants to the Contractor, the exclusive right to service, collect and dispose of all Customer's waste materials, and Contractor hereby agrees to provide such service and equipment specified in this agreement, in accordance with the terms and provisions hereof.

(6) **CHARGES AND PAYMENT.** Customer shall pay Contractor on a monthly basis, unless otherwise specified on the face of this agreement, for the collection and disposal service and/or equipment use and maintenance provided by Contractor in accordance with the itemized charges provided in this Agreement. Customer agrees to pay in advance up to one (1) month of the agreed upon monthly rate on the face of this Agreement. Customer agrees to pay a late fee in the amount of \$15.00 OR 5% (whichever is greater) per month to accompany any past due payments. Possible pull or reconnection fees may apply to any accounts that have been suspended or quit. Fuel surcharge maybe accessed to any account along with applicable state/federal fees.

(7) **ADJUSTMENT OF SERVICE RATES.** Since sanitary landfill and other disposal charges to which Contractor is subject are a significant cost of the service provided and are subject to change, Customer hereby agrees that Contractor may, in its sole discretion, increase the unit price or the total price of the service provided the Customer under this Agreement in an amount equivalent to any proportional increase in disposal costs. Any such increase may be identified on Contractor's invoice as the relative "percentage cost adjustment".

(8) **CHANGES.** Changes in the schedule of charges, frequency of collection service, number, capacity and/or type of equipment may be agreed upon verbally, in writing, or by the actions and practices of the parties. Contractor may, in its sole discretion, change equipment to enhance route efficiency.

(9) **DRIVEWAYS AND PARKING AREAS.** Customer warrants that any right of way provided by Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all of Contractor's equipment and vehicles reasonable required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted and Customer assumes all liabilities for damage to public and private pavement and road surfaces.

(10) **DEFAULT.** In the event either party shall be in breach or default of any provision of this Agreement during the term hereof, or any extension thereof, the non-defaulting party shall provide written notice of such default specifying the particular provision of the Agreement in breach, via Certified Mail to the business address of defaulting party. If the defaulting party fails to cure such default within ten (10) business days of receipt of said written notice of default, the non-defaulting party may suspend or terminate its performance under the provisions of this Agreement by giving the defaulting party written notice of such termination via First Class Mail sent to the business address of the defaulting party.

(11) **LIQUIDATED DAMAGES.** If the Customer defaults or attempts to cancel Contractor's services or this Service Agreement, Customer agrees that the Contractor's damages would be difficult, if not impossible to calculate. Therefore, Customer agrees that in such event it shall pay all past due sums, all charges documented that were waived in lieu of accepting the terms of the Agreement, in addition, shall pay as liquidated damages and not as a penalty, amount equal to 6 times the monthly rate, plus any late or pull fees;

plus all attorney's fees Contractor needs to enforce its rights against Customer for cancellation of said contract. Contractor will provide Customer with liquidated damages amounts via First Class Mail, or upon request via Electronic Facsimile. Any litigation through municipal court or binding arbitration shall increase liquidated damages equivalent to the amount charged to Contractor for reasonable attorney's fees plus reasonable expenses Contractor incurs representing and enforcing this Agreement. Contractor shall collect the maximum amount allowed by law.

(12) **NOTICES.** All notices given or in connection herewith shall be deemed completely and legally sufficient if mailed, or faxed to the respective party for whom same is intended at his or her address set forth in this Agreement or at any subsequent change of address provided to the sender of such notice in writing.

(13) **BINDING FAXED AGREEMENT.** Contractor deals with many Customers not located near service location and negotiates services over the telephone or via E-Mail. The Federal Communications Commission regulates and restricts telecommunications. The Agreement shall bind both Contractor and Customer when faxed Agreement is signed by both parties and fax Transmission Verification Report (provided by Contractor's facsimile machine) includes date, time, and fax number for Customer, and result of fax is OK.

(14) **BINDING EFFECT.** The terms, provisions and conditions herein recited, shall bind parties, their respective heirs, personal representatives, assigns, and successors in interest of the respective parties hereto.

(15) **ASSIGNMENT.** Neither party may assign this Agreement without prior written consent of the other party, except that the Contractor may assign this Agreement to any successor person or entity who acquires the business, assets, contracts and/or accounts of Contractor

(16) **SUSPENSION.** If any amount due from customer is not paid within 60 days after date of company's invoice, company may, without notice and without terminating this agreement, suspend collecting and disposing of Waste Materials until customer has paid such amount to company. If Company suspends service, customer shall pay company a service interruption fee in an amount determined by company in its discretion up to the maximum amount allowed by applicable law.

2 month
+
2 month

30 day
grm