

marcie's cell (605)376-9995



WASTE CONNECTIONS INC.
Connect with the Future

Kieffer Sanitation
Rapid City, SD 57703
(605)342-5575
sethg@wcnx.org
605-342-7551 fax
www.GoKieffer.com

Service Agreement

Account #	113774
Effective Date	5/1/2011
Sales Rep	Seth Green
Payment Terms	Net 30 Days
Term	5 years
Renewal	Y

Service Address
Countryside Water System
North
Countryside Subdivision
Rapid City, SD 57702
Brenda: 605-343-5808

Billing Address
PO Box 9111
rapid city, SD 57709

Qty	Description	Unit Price	Monthly Ext. Price
	Scheduled Service		
195	96-gallon residential containers serviced 1xweek	\$12.50	\$2,437.50

Monthly Scheduled Service Cost: \$2,437.50
(does not include fuel and materials surcharge or tax)

- 1 20-yard yardwaste container \$67.95 per haul
- 1 30-yard cleanup week container \$67.95 per haul

Disposal is free or Rapid City Landfill rates

Notes:

3% annual increase.

Additional 96-gal carts will be \$8.00/unit and must be charged to individual homeowner.

FREE Portable Toilet with 1xweek service included for Summer months.

Thank you for your business. We value our customer. If you have any questions or concerns feel free to contact me anytime.
605-342-5575 (cell)
605-342-5575 (office) email: sethg@wcnx.org

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 reverse side, and that he/she has the authority to sign on behalf of the customer.

Seth Green

PROPOSED BY

ACCEPTED BY DATE

TERMS AND CONDITIONS OF SERVICE AGREEMENT

- 1) **TERM.** This Agreement shall begin on the effective date and continue for the term set forth on the reverse side.
- 2) **SERVICES RENDERED.** Customer grants to the undersigned Waste Connections of SD, Inc., its affiliates, successors and assigns, the exclusive right to collect and dispose of all of Customer's Waste Material (which include recyclable materials) and agrees to make the payments as provided for herein and Waste Connections of SD agrees to furnish such services and equipment specified above, all in accordance with the terms of Agreement.
- 3) **CHARGES AND PAYMENT.** Customer shall pay Contractor on a monthly basis for the collection and disposal service provided by Contractor (including all charges for equipment maintenance) in accordance with the schedule of Charges shown on the reverse side of this Agreement. Payment shall be made by Customer within twenty (20) days after receipt of an invoice from Contractor. Contractor may impose, and Customer agrees to pay, a late fee and interest for all past due payments not to exceed the maximum rate allowed by applicable law, in the event that any payment is not made when due. Contractor, may, at its sole option, terminate the Agreement on notice to the Customer and recover all past due payments, recover any equipment on the premises of the customer and to recover liquidated damages from customer as set forth below.
- 4) **RATE ADJUSTMENTS.** Because disposal and fuel costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the rates hereunder proportionately to adjust for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the rates from time to time to adjust for increases in the Consumer Price Index, weight per container yard of the Customer's Waste materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to contractor's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and shall not be withheld by the Customer. Contractor may only increase rates for reasons other than set forth above with the consent of the Customers. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.
- 6) **CHANGES.** Changes in the Schedule of Charges, frequency of collection service, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.
- 6) **WASTE MATERIAL.** Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean solid waste generated by customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's trucks. Title to and liability for any waste excluded above shall remain with Customer and customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.
- 7) **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 or any route reasonable necessary to perform the services herein contracted and customer assumes all liabilities for damage to pavement or road service.
- 8) **EQUIPMENT**
 - A) **Responsibility.** The equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer shall have care, custody, and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of customer's use, operation or possession of the equipment.
 - B) **Access.** Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regular scheduled pick up cannot be made, Contractor will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for any additional collection services required by Customer's failure to provide such access.
 - C) **Definition.** The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste material including stationary compaction units, stationary baling units, waste material loading devices, tanks, tankers, and such other on-site devices as may be specified on the face of this Agreement.
- 9) **LIQUIDATED DAMAGES.** If customer defaults or attempts to cancel Contractor's services or this Agreement, Customer agrees that the Contractor's actual damages would be difficult, if not impossible, to calculate. Therefore, Customer agrees that in such event it shall pay all past due sums and, in addition, shall pay as liquidated damages and not as a penalty an amount equal to 30% of the product of the last monthly charge at the time of default or cancellation multiplied by the number of months then remaining in the current term of the Agreement; plus all attorney's fees Contractor needs to enforce its rights against Customer for cancellation of said contract.
- 10) **ATTORNEY'S FEES.** In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorneys' fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement. In the event Customer fails to pay Contractor all amounts which become due under this agreement or fails to perform its obligations here under and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law reasonable attorneys' fees.
- 11) **ASSIGNMENT AND BENEFIT.** This Agreement shall not be affected by any changes in the Customer's service address if such new address is located within contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.
- 12) **EXCUSED PERFORMANCE.** Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get to container, fires and acts of God and such failure shall not constitute a Default under this Agreement.
- 13) **RIGHT OF FIRST REFUSAL.** Customer grants to Company the right of 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.

_____(Initial)