

TERMS AND CONDITIONS-SERVICE AGREEMENT

ONLINE PAYMENT AGREEMENT (“AGREEMENT”)

SERVICES RENDERED: Customer grants to Ward Waste Solutions, LLC (“Ward Waste”), the exclusive right to manage the collection, transportation, disposal and/or recycling of the Customer’s non-hazardous solid waste materials including Recyclable materials (collectively, “Waste Materials”), and agrees to make payments to Ward Waste as described herein. Ward Waste agrees to furnish the services and equipment specified below, in accordance with the terms of this Agreement.

TERM: The initial term of this agreement is 3 months from the effective service date set forth on the customer’s sign-up form, which is the date Ward Waste’s Equipment is delivered to the customer’s service location or service under this agreement commences, whichever is earlier unless otherwise specified by the customer’s individual service agreement. This agreement shall automatically renew monthly for successive One (1) Month terms thereafter unless either party gives written notice of termination at least 30 days prior to the termination date of the service term. Any such notice shall be sent in writing to the other party’s address by Mail or Electronic means as set forth on the Customer’s individual service agreement.

PAYMENT. Customer shall pay Ward Waste for the services and equipment furnished by Ward Waste at the rates set forth in this Agreement within 28 days of Customer’s receipt of Ward Waste’s invoice. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Ward Waste (other than income or real property taxes). Customer shall pay such fees as Ward Waste may impose from time to time by notice to Customer, including by way of example only, late payment, bulk item, or overage fees, with Ward Waste to determine the amounts of such fees in its discretion up to the maximum amount allowed by applicable law. Customer shall pay to Ward Waste a fee of \$50 for each check submitted by Customer that is an insufficient funds check or is returned or dishonored. At any time after Ward Waste becomes concerned about Customer’s creditworthiness or after Customer has made any late payment, Ward Waste may request, and if requested, Customer shall pay a deposit in an amount equal to one month’s charges under as determined by the Ward Waste. Customer shall pay a \$15 late fee if an invoice is more than 7 days past due. If Customer cancels an order after the order has been processed, or if the Customer cancels service within the first three months of the service term, the Customer may be assessed a fee of up to the amount of One (1) month’s service by Ward Waste at Ward Waste’s current rate.

CUSTOMER AUTHORIZES WARD WASTE TO COLLECT CHARGES BY ELECTRONIC MEANS, INCLUDING BUT NOT LIMITED TO CREDIT CARD OR ACH PAYMENTS FOR ANY AND ALL CHARGES INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO THE INITIAL CHARGE, ANY WEIGHT OVERAGES AND DEMURRAGE. Unless otherwise mutually agreed in writing, Customer hereby accepts Ward Waste’s policy of no refunds being issued.

ATTORNEYS’ FEES: If any litigation is commenced to enforce any part of this Agreement, Ward Waste shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

WASTE MATERIALS: The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes and pollutants; contaminants; infectious waste; medical wastes; or

radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state and local laws or regulations (collectively, "Applicable Laws").

RATE AND ADJUSTMENT: . Customer agrees that Ward Waste may from time to time increase the rates provided in this Agreement to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Ward Waste's services provided hereunder, Customer agrees that Ward Waste may increase the charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the customer or of the disposal facility. Customer agrees that Ward Waste may also increase the Charges to the account for increases in the average weight per container yard of Customer's Waste Materials, increases in Ward Waste's costs due to changes in local, state, or federal rules, ordinances or regulations applicable to Ward Waste's operations or the services provided hereunder, and increases in taxes, fees or other governmental charges assessed against or passed through to Ward Waste (other than income or real property taxes) Ward Waste may increase charges for reasons other than those set forth above with the consent of the customer. Ward Waste shall not increase Customer's pricing by more than five-percent annually without the consent of the customer, and if Ward Waste were to increase rates more than five-percent annually, then Customer may terminate this Agreement at anytime with written notice to Ward Waste. Such consent may be evidenced orally, in writing, electronically, or by the practices and actions of the parties. In the event that Ward Waste adjusts the charges provided in this agreement, the parties agree that this agreement as so adjusted will continue in full force and effect.

SERVICE DAY: Collection of both garbage and recycling services shall be on the same service day. All waste must be set to the curb, within three (3) feet of the roadside, the night before or by 5:30am to ensure pickup. Carts must be visible, within reason, to the employee(s) of Ward Waste. Customer must notify Ward Waste, verbally, in writing or electronically, of a missed service within 24 hours of the day of service. Missed/Extra Pickup(s), not at the fault of Ward Waste, are charged to the Customer at Ward Waste's current rate or \$20.00 per instance, as determined by Ward Waste. Ward Waste cannot send a collection vehicle back for misses reported more than one (1) days after the day of service. Ward Waste reserves the right to adjust the day of service with notice given to the Customer 28 days prior to the change taking effect.

HOLIDAY SCHEDULE: No Service is provided on the following Holidays: Thanksgiving Day and Christmas Day. If one of the above holidays falls on the Customer's service day, service will be provided one (1) day delayed with service resuming as normal the following week.

EXTRA BAG POLICY: Ward Waste will pick up a limit of two (2) extra trash bags (or the equivalent) outside of the provided cart(s) each week at each household at no additional cost. An additional \$1.00 per bag shall be charged for each bag over the limit and will be billed to the Customer as an overage fee. Exceptions to this policy include the Customer's service day following a Major Holiday. During this service day there is no additional charge for extra trash bags (or the equivalent). The following holidays are considered Major Holidays: New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. A maximum limit of 12 extra trash bags (or the equivalent) shall be collected outside of the provided cart(s) per week without prior scheduling with Ward Waste. All extra trash outside of the provided cart must be bagged or bundled with the exception of broken down cardboard boxes. Unacceptable items that will not be collected include but are not limited to Dirt, Mulch, Construction/Demolition Materials, Steel, Batteries, Pressurized Cans or Tanks, Oil, Tires, Ammunition, or Liquids to include, but not limited to, Paint, Fuel, Oil, Cleaning Chemicals, and/or other Hazardous

Materials. Should Ward Waste have to remove such an item from the equipment, the Customer may be assessed a fee by Ward Waste of up to \$275.00 per instance.

YARD WASTE COLLECTION: Ward Waste will provide yard waste collection the same day as garbage collection during “Leaf Season”. Leaf Season is defined as the period of September 1 to December 15. Yard waste must be bagged or bundled no longer than four (4) feet and no heavier than 50 pounds. There is a maximum limit of 12 bags, bundles, or bag equivalent collected per service day. Bundles or bags over the size or weight limit are subject to the discretion of Ward Waste as to whether or not they will be collected. Collection of Live Christmas Trees will be provided in the first two (2) weeks of the calendar year at no additional cost to the Customer. Live Christmas Trees must be in four (4) foot sections or less to be collected.

BULK ITEMS: Bulk Item pickup is **NOT** provided under this Agreement. Ward Waste will pick up bulk items with a prior scheduled appointment through the office. Customer shall contact Ward Waste to schedule an appointment. Bulk Item Pickups do come at an additional cost and are quoted and billed to the customer.

RECYCLING SERVICES: Ward Waste will provide weekly single-sort recycling to those Households that opt-in to weekly recycling services at the agreed upon rates outlined within this Agreement. Items that **ARE** accepted include: #1-7 Plastics, Newspaper, Mixed Paper, Magazines, Cardboard, Aluminum, and Tin. Items that **ARE NOT** acceptable for collection and will not be picked up include: Glass, Styrofoam, Aluminum Foil, and Grocery Bags. Shredded Paper must be bagged and labeled as such. Contamination may result in service not being provided and/or additional charges as determined by Ward Waste.

TERMINATION FOR CAUSE: This Agreement may be terminated by either party for failure of the other party to comply with the terms of this Agreement, or any applicable federal, state, or local jurisdiction law, regulation, or ordinance, but only upon written notice to the other party giving them 30 days to cure such noncompliance. If such noncompliance is rectified within that time period, the Agreement shall continue in full force and effect.

SERVICE CHANGES: The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing, electronically, or by the parties’ actions and practices, without affecting the validity of this agreement and this agreement shall be deemed amended accordingly. This Agreement shall apply to any change of location of Customer within the area in which Ward Waste provides its services. Should the customer change its service address to a location outside of Ward Waste’s service area, Customer may cancel the Agreement upon thirty (30) day’s written notice, by mail or electronically, to Ward Waste. Any other amendment to this agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties. Ward Waste may substitute similar, yet equivalent services and/or containers at no additional cost to Customer at Ward Waste’s sole discretion.

RESPONSIBILITY FOR EQUIPMENT AND ACCESS : Any equipment that Ward Waste furnishes shall remain the property of Ward Waste. Customer acknowledges that it has care, custody and control of the equipment while at Customer’s location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear and for loss or damage resulting from Ward Waste’s handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall

not overload the equipment (by weight or volume), move, or alter the equipment without the express written consent of Ward Waste. Contractor reserves the right to remove (e.g. dump out) materials from its equipment in instances where Contractor determines, in its sole discretion, that its equipment is overloaded, by either weight or volume, or in instances of Customer's nonpayment. Customer is solely and exclusively liable for all fees, fines, property damage clean-up costs and/or other costs associated with such removal of materials. Customer shall indemnify, defend and hold harmless Ward Waste from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. Equipment must be visible, within reason, to the employee(s) of Ward Waste. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Ward Waste shall afford the customer a reasonable opportunity to provide the required access to the equipment; however Ward Waste reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this agreement shall mean all containers used for the storage of Waste Materials, and other such on-site devices as may be specified in this agreement. Should any equipment be removed, damaged, or destroyed, the customer agrees to pay a replacement charge to Ward Waste of \$75 per roll cart container or other associated replacement charge of the equipment provided by Ward Waste.

DAMAGE TO PAVEMENT OR SURFACES: Customer warrants that the Customer's pavement, curbing, or other driving surface or any right of way reasonably necessary for Ward Waste to provide the services described herein are sufficient to bear the weight of all of Ward Waste's equipment and vehicles reasonably required to perform such service. Ward Waste will not be responsible for damage to any such pavement, curbing, driving surface, or right of way, overhead and/or side objects such as electrical wire, phone lines, overhanging roof lines, walls, corrals, etc., whether such objects are within the Customer's lot line or a neighboring property, and the Customer agrees to assume all liabilities for any such damage, which may result from the Ward Waste's vehicles and equipment providing service at the Customer's location, including by way of example only, spills, leaks, broken cable line, and cracks in pavement. Customer agrees to defend, indemnify, save and hold harmless, Ward Waste, officers, employees and agents, to the fullest extent permitted by law, of and from all claims, loss, damage, injury, suits of whatever nature, for personal injury and property damage alleged to arise out of, or any conditions, of the work performed under this service agreement, that are or may be brought by parties not subject to the terms of this agreement, specifically neighboring real or personal property owners, who allege to have suffered a loss as a result of performing the duties enunciated herein.

SUSPENSION: If any amount due from Customer is not paid within 30 days after the date of Ward Waste's invoice, Ward Waste may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Ward Waste. If Ward Waste service is suspended, Customer shall pay Ward Waste a temporary service interruption fee in the amount of \$75.00 plus any deposits Ward Waste deems appropriate in addition to any other amounts due to Ward Waste under this Agreement.

TERMINATION: In addition to its above suspension rights, Ward Waste may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Ward Waste in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Ward Waste gives Customer written notice of the breach. Ward Waste may terminate this agreement at any time with 30 day written

notice to Customer. Ward Waste's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Ward Waste's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION: If Customer terminates this Agreement before its expiration other than as a result of a breach by Ward Waste, or if Ward Waste terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Ward Waste an amount equal to Customer's most recent month's waste hauling and disposal charges/expenses or an average monthly charge based on the previous (12) twelve months whichever is greater. Customer acknowledges that in the event of such a termination, actual damages to Ward Waste would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Ward Waste, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement. This early termination fee does not include any removal and or restocking fees regarding the equipment. Such removal and or restocking fees shall not exceed five thousand dollars per site.

EXCUSED PERFORMANCE AND CURE PERIOD: Except for Customer's obligation to pay amounts due to Ward Waste, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, Riots, terrorist acts, mechanical failures, compliance with Applicable Laws or governmental orders, fires, and other acts of God, shall not constitute a breach of this Agreement. Ward Waste shall be allowed a reasonable cure period for any performance failures alleged by Customer.

TITLE: Ward Waste and or its contractors shall acquire title to Waste Materials when they are loaded into Ward Waste's or Ward Waste's contractor's truck. Title to and liability for any Excluded Waste and any Waste Materials removed by Ward Waste due to overloaded equipment or non-acceptable material shall remain with Customer and shall at no time pass to Ward Waste or its contractors.

ASSIGNMENT: Neither party shall assign this Agreement without the prior written consent of the other party, except that Ward Waste without the Customer's consent may assign this Agreement to any corporation affiliated with Ward Waste of Tennessee, LLC at any time.

NOTICE: Except as otherwise may be provided in this agreement, all notices required hereunder shall be delivered in writing, by mail or email, to the Ward Waste as follows:

SERVICE PROVIDER:

Ward Waste Solutions, LLC
2042 Town Center Blvd, Suite 117
Knoxville, TN 37922

OR

Office@wardwastesolutions.com

INDEPENDENT CONTRACTOR: The parties agree and acknowledge that Ward Waste is an independent contractor and not an agent or employee of the Customer, and that no liability shall attach to the Customer as the results of the acts or omissions of Ward Waste, its employees, agents, or assigns. Ward Waste acknowledges that it is responsible for payment of any local, state, or federal taxes with

respect to Ward Waste's agents and employees. Ward Waste shall pay all licenses or permit fees required by local ordinances or state or federal law.

MISCELLANEOUS: This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that may exist between the parties regarding the subject matter of this Agreement. Ward Waste shall have no confidentiality obligation with respect to any Waste Materials. All calls to and from Ward Waste are recorded and monitored for record-keeping, training, and quality assurance purposes. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. Customer agrees that it shall not engage in any business activity with any other waste/recycling Company that employs a former employee of Ward Waste for a period of two years after the termination of this Agreement without the prior approval by the ownership of Ward Waste Solutions, LLC. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall be modified to be valid, legal, and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee. Customer and Ward Waste agree that electronic signatures are valid and effective, and then an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original. By signing this agreement Customer agrees to all Ward Waste Terms and Conditions contained in this agreement and all Terms and Conditions which may be updated and set forth at www.wardwastesolutions.com, unless Customer makes or written objection to the amendment within Thirty (30) days of the update.

ADDITIONAL TERMS:

ROLLOFF/BULK PICKUP ORDER CANCELATIONS/RESCHEDULES:

No refunds

Customer is hereby notified that a \$50 cancellation fee will be imposed if cancelled once the order has been processed by Ward Waste.

Same day cancellation/rescheduling results in a fee of \$150.

Please provide at least one business day notice to reschedule or cancel to minimize costs.