

RECYCLING AND TRASH REMOVAL SERVICE AGREEMENT

This Agreement entered into on September 1, 2016 by and between **Great Falls Crossing Community Association**, a Virginia non-stock corporation (hereinafter referred to as the "Association"), and **Republic Services of Virginia, LLC, dba AAA Recycling and Trash Removal Services, Inc.** duly licensed to do business in Virginia (hereinafter referred to as the "Contractor").

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERM OF AGREEMENT

This agreement shall be for a term of **three (3) year** from **September 1, 2016** and ending **August 31, 2019** unless it is extended or sooner terminated as hereinafter provided.

WORK OR SERVICES TO BE PERFORMED

- a. The duties and responsibilities to be performed by the Contractor under this Agreement are as specified on Exhibit "A", which is attached hereto. Whenever there is a conflict between the Service Agreement and Exhibit "A", the provisions of the Service Agreement shall take precedence.
- b. Any work not covered by this Agreement and any substitution of materials shall be authorized in writing by the Management Agent on behalf of Association prior to performance or substitution by the Contractor.
- c. The Contractor agrees to be responsible for obtaining all necessary permits or licenses and satisfying any applicable governmental requirements prior to providing service under this agreement. The Contractor shall be responsible for contacting and coordinating with all applicable utility companies in advance of work to be performed.
- d. Contractor shall be available for periodic inspections of the site at request of the Property Manager.

STANDARD OF PERFORMANCE

- a. The Contractor hereby affirms that it is in the business of providing recycling and trash removal services as an independent contractor, and has the necessary equipment, staff, and resources to perform such services. All products and materials shall be used by Contractor in strict accordance with manufacturers' instructions and specifications and in strict accordance with federal, state and local government regulations and ordinances.

- b. The Contractor agrees to adhere to the specifications as outlined in Exhibit "A" in performing work required, and shall use due care, skill, expertise, initiative, and diligence in the performance of its obligations under the Agreement. All work and services to be performed under the Agreement shall be done in a first-class workmanlike manner. Failure to substantially perform any of the services detailed in Exhibit "A" shall result in an automatic \$500.00 per occurrence penalty deduction to be taken on the following month's invoice. "Failure to perform" includes, but is not limited to failure to pick up 25% or more of a specific service (recycling, trash, etc.) on a scheduled day, failure to recover missed pickups on ten (10) or customers, missing a group of customers more than one (1) week in a row or mixing recyclables with trash in violation of County ordinance. Contractor further assures that Contractor has visited the site and an inspection has been performed and warrants that Contractor is capable of performing the work required by the Contract.
- c. The Contractor shall maintain all work areas in a clean safe condition. Contractor shall require all employees to comply with Association instructions and requirements pertaining to conduct on the property and regulations issued by the Association. Contractor agrees that at the conclusion of its services hereunder, Contractor will leave the Property in clean condition and will remove from the Property any trash, supplies, equipment not necessary for the continued performance under the Agreement.

COMPENSATION

Contractor shall be paid for its services in accordance with the payment schedule set forth on Exhibit "A" attached hereto. Any increases will be sent at least sixty (60) days in advance for the Board's approval.

THE INDEPENDENT CONTRACTOR RELATIONSHIP

- a. The parties hereby expressly agree that the Contractor shall be an independent contractor and is not an employee of the Association. All workmen and laborers or subcontractors of the Contractor performing any of the work under the terms of this Agreement shall be employees of the Contractor and shall in no way be considered employees of the Association. The Contractor further agrees to be responsible to screen all employees, supervise their work, and obtain and pay for all required employee insurance including workers' compensation. All subcontractors must be preapproved the Management Agent.
- b. The Contractor agrees that it shall supply all labor, services, equipment, supplies, and materials which are reasonably necessary to perform the work in accordance with the specifications attached on Exhibit "A" for the contract price stated unless expressly stated otherwise herein. All machines and materials shall be of such types and quality as to do the job without damage to any and all property. All personnel are to be properly trained, licensed, certified (if necessary), and conduct work in a professional manner. The Contractor shall have a competent foreman in charge of the working crew(s) at all times.

INDEMNIFICATION AND GUARANTEES

- a. The Contractor shall be fully liable for, and hereby indemnifies and agrees to hold harmless the Association, its Board of Directors, employees and/or agents, from any liabilities, injuries, damages, causes of actions, suits, judgments, claims or obligations, consequential and/or incidental damages and/or costs (including attorney's fees) of defense arising out of or related to any negligent acts or omissions under this Agreement, only to the extent the aforementioned are caused by the negligence of the Contractor.
- b. All machines will be of such type as to cause no hazard or danger reasonably foreseeable.

WORKERS' COMPENSATION INSURANCE

The contractor shall carry all workers' compensation insurance as required by Virginia law and shall furnish a certificate to the Association evidencing this insurance prior to commencing any work to be performed under the Agreement. This insurance shall remain in effect during the entire term of this Agreement.

LIABILITY INSURANCE

The Contractor shall, for itself, agents and employees, carry liability insurance with a reputable insurance company, licensed to do business in the Commonwealth of Virginia. The amount of such insurance liability coverage regarding liability for damage to property shall be at least One Hundred Thousand Dollars (\$100,000.00) and regarding liability due to injury or death of a person shall be at least One Million Dollars (\$1,000,000.00). The Contractor shall furnish a current and valid certificate to the Association evidencing this insurance prior to commencing any work to be performed under the agreement. The insurance shall remain in effect during the entire term of the Agreement and the certificate of insurance shall specify that the Association shall be immediately notified upon cancellation or other termination of said insurance. Association shall have the option to automatically and immediately terminate the Agreement without penalty if there is no insurance or if insurance is cancelled or terminated. Sequoia Management Company, Inc. and Association shall be listed as an additional insured under all such policies of insurance, except Workers Compensation.

RESTORATION OF PROPERTY

In the event that the Contractor, including its employees or subcontractors, negligently causes damage during the course of work performed under the terms of this Agreement to property of the Association or that of Associations, residents, guests, employees and agents, the Contractor shall promptly remedy such damages and repair such damaged property to a condition reasonably similar to that which existed before the damage was caused or resulted. In the event the Contractor fails to do so in a timely manner after ten (10) days written notice, the Association may proceed to repair the damage and hold the Contractor responsible for the amount of such repair, and may withhold an amount equal to the cost of repair or restoration from any payments due the Contractor under the terms of this Agreement.

ASSIGNABILITY OF THE AGREEMENT

Association and the Contractor each binds itself, its successors, assigns, and legal representatives to such other party with respect to all covenants, agreements, and obligations contained in the Agreement. Neither party shall assign this Agreement without the prior written consent of the other party, provided that such approval shall not be unreasonably withheld, delayed or modified by either party.

SUBCONTRACTING

The Contractor agrees that this work or services shall not be subcontracted without the prior written consent of the Association.

WAIVER AND BREACH

- a. A waiver by either party of any breach of any term or condition hereof shall not be deemed a waiver of any other, or any subsequent breach.
- b. In the event either party to this Agreement is required to file a legal action due to a breach hereof, the costs of said action, including, but not limited to, reasonable attorney's fees actually incurred, shall be paid to the Association.

VIRGINIA LAW VENUE

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and Fairfax County. Both parties hereto do hereby expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in Fairfax County, Virginia, or in the city or county of the Association's principal place of business.

BINDING OBLIGATION OF ENTIRE AGREEMENT COUNTERPARTS

- a. This Agreement shall inure to the benefit of and create a binding application of the parties hereto, their respective successors and assigns;
- b. This Agreement shall constitute the entire Agreement between the parties hereto, and no variance or modification hereof shall be valid and enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement; and
- c. For the convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself, so that any one may be introduced in evidence or used with any purpose without the production of the other counterparts.

d. This agreement or any part thereof, shall not be assigned without prior written consent from the Association.

WARRANTY

The Contractor agrees to warrant the work/services as described in Exhibit "A". The Contractor further agrees that any manufacturer's warranties will be assigned by the Contractor to the Association.

SEVERABILITY

In the event that any part or provision of this Agreement shall be judged unlawful or be unenforceable under Virginia law, the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

NOTICE

Notices allowed or required hereunder shall be either hand delivered or sent by United States mail, postage prepaid, to the addresses of the parties set forth below:

a. To Association:

**Great Falls Crossing Community Association
C/o Sequoia Management Company, Inc.
13998 Parkeast Circle
Chantilly, VA 20151
(703) 803-9641
Attention: Sharon Robinson**

b. To Contractor:

**AAA Recycling and Trash Removal Services, Inc.
4619 West Ox Road
Fairfax, VA 22030
(703) 818-8222
Attention: John Hern**

DEFAULT

Either party may terminate this agreement in the event of a material breach by the other party, unless such breach is cured within ten (10) days of written notice of such breach. In the event of the breach of this Agreement by either party, and in the event that legal action is taken to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees. In the event of termination due to a material breach, no additional payments will be due and the account will be settled and adjusted through the date of termination. Termination due to a material breach does not constitute a waiver of the terminating party's right to seek damages from the breaching party.

TERMINATION

This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice.

AUTHORITY

The person executing this Agreement on behalf of the Association and Contractor hereby covenant and warrant that they are duly authorized to do so.

This Agreement entered into as of the day and year first written above.

By: _____

Authorized Representative

Title: _____

(Please Print)

SECRETARY

Date: _____

09/19/16

By: _____

Authorized Representative

Title: _____

(Please Print)

Date: _____

10-19-16