

# LMR DISPOSAL LLC

NEW ACCOUNT   
  CHANGE   
  COMPETITOR   
  RENEWAL

PO Box 309  
 Phillipsburg, NJ 08865  
 Phone: (908) 859-0373 \* Fax: (908) 454-4599

CUST. ACCT.#: \_\_\_\_\_  
 CONT. DELV. FEE: **\$10.00 ONE TIME DELIVERY FEE**  
 CONT. RMVL. FEE: \_\_\_\_\_  
 CONT. EXCH. FEE: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 FAX NO: \_\_\_\_\_  
 EMAIL:  \_\_\_\_\_  
 TELEPHONE:  \_\_\_\_\_

CUSTOMER'S NAME:  \_\_\_\_\_  
 CUSTOMER'S SERVICE ADDRESS:  \_\_\_\_\_  
 \_\_\_\_\_  
 CUSTOMER'S BILLING NAME: \_\_\_\_\_  
 CUSTOMER'S BILLING ADDRESS:  \_\_\_\_\_  
 \_\_\_\_\_  
 Customer's Service Contact: \_\_\_\_\_

Customer agrees to provide the following service and equipment at the frequency of collection indicated.  
 Customer agrees to accept this service at the prices indicated in the schedule of charges provided below in accordance with the terms and conditions specified on the reverse side of this form.

SOLID WASTE SPECIFICATIONS      Owned by:     LMR     CUST.

QUANTITY	CAPACITY (Cubic YDS)	TYPE OF CONTAINERS						FREQUENCY	
		Open	Closed	Front	Rear	Other	Casters	On Call	Days/Weeks
1 - 65	GALLON	TRASH CONTAINER						1X PER WEEK COLLECTION	
1 - 65	GALLON	RECYCLE CONTAINER						1X PER WEEK COLLECTION	
		\$23.00 PER MONTH							

SCHEDULE OF NEW CHARGES

Monthly Trash Service Fee	\$ _____
Monthly Recycling Service Fee	\$ _____
Monthly Recycling Surcharge	\$ _____
Fuel	\$ _____
Extra Pickup Charge	\$ _____
Disposal Charge per Ton	\$ _____
Haul Fee	\$ _____
Monthly Equipment Rental	\$ _____
Initial	\$ _____

RECYCLING SPECIFICATIONS      Owned by:     LMR     CUST.

QUANTITY	CAPACITY (Cubic YDS)	TYPE OF CONTAINERS						FREQUENCY	
		Open	Closed	Front	Rear	Other	Casters	On Call	Days/Weeks

Effective Date: **01-01-2024**  
 Additional Notes: \_\_\_\_\_

OTHER EQUIPMENT

QUANTITY	CAPACITY (Cubic YDS)	[ ] Compactor	[ ] Baler	[ ] Other

## 3 YEAR SERVICE AGREEMENT

BILLED BI-MONTHLY  
 4% INCREASE PER YEAR

	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
NEW								
OLD								
ROUTE								

The terms and conditions on reverse side are part of the agreement.

CUSTOMER  
 Authorized Signature  \_\_\_\_\_  
 TITLE  \_\_\_\_\_

Date:  \_\_\_\_\_

CONTRACTOR  
 Rep. Signature \_\_\_\_\_

Date: \_\_\_\_\_

## LMR Disposal LLC SERVICE AGREEMENT TERMS AND CONDITIONS

**SERVICES.** In consideration of the services provided herein, Customer grants Contractor the exclusive right to collect, transfer, and dispose of all Customers non-hazardous solid waste materials (including recyclables) and the right to enter upon its property to perform such services. Customer represents and warrants that it has no existing agreements with other companies or entities for the provision of such services and hereby agrees to defend and hold harmless Contractor from any claims, losses or damages resulting from any actions regarding any preexisting contracts.

**SERVICE FEES.** Customer shall pay Contractor monthly service fees in accordance with the "Schedule of Charges" set forth in this Agreement and the invoices delivered to Customer, as such amounts may be adjusted, and additional charges assessed from time to time pursuant to the Additional Services and Rate Adjustment provisions below. Payment is due in full on the receipt of invoice. Customer shall pay Contractor for additional services performed by Contractor that are not specifically set forth in this Agreement, in accordance with the terms of this Agreement. If a Customer's account has not been paid within thirty (30) days from the invoice date, Contractor may, in its sole discretion, assess a monthly finance charge of five percent interest on all past due accounts and charge a twenty-dollar administrative fee. If Customer fails to timely pay its invoice, Contractor may terminate this Agreement or temporarily suspend services until the Customer's account has been paid in full.

**ADDITIONAL SERVICES.** Customer shall pay Contractor a minimum of one hundred and twenty-five dollars for any extra pickups plus ten dollars per yard. For example, an extra pickup for a two-yard container would be one hundred forty-five dollars. Overflowing containers will be charged at a fifteen dollar per yard overflow rate. For example, a two-yard container with an extra one yard of debris on the ground cleaned up by Contractor, will be charged fifteen dollars per yard (evidenced by pictures).

### RATE ADJUSTMENTS.

- 1. Change In Service.** The parties may change the type, size, amount of service or equipment, the type, days, or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced in writing, or by the parties' actions and practices without affecting the validity of this Agreement and that such change shall become part of this Agreement.
- 2. Rate Adjustments.** Customer agrees that Contractor may either proportionately adjust the service fees hereunder or add additional surcharges to adjust for any increase to Contractor in disposal, fuel and environmental costs; any increases in transportation costs due to changes in location of the disposal facility; for changes in the Consumer Price Index; increases in the average weight per container yard of the Customer's Waste Materials (Contractor initial assumption is that Customer's Waste Material does not exceed 85lbs per cubic yard); increased costs due to uncontrollable circumstances, including without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or other governmental charges assessed against or passed through to Contractor (excluding income or real property taxes) and acts of God such as floods, fires, terrorist acts, etc. Payment of such increased service fees or additional surcharges shall not be withheld by the Customer. Increases in the service fees or additional surcharges for reasons other than set forth above requires the consent of the Customer which may be demonstrated verbally, in writing or by the actions and practices of the parties, including Customer's continued use of the services.

**WASTE MATERIALS.** Customer represents and warrants that the materials placed in the Equipment shall be ("Waste Material") as defined herein and shall not contain any other substances. The term Waste Material as used in these Terms and Conditions shall mean the usual and ordinary waste generated by Customer and shall not include radioactive, volatile, highly flammable, explosive, biomedical, infectious, hazardous, or toxic material (collectively "Excluded Waste") in or on the equipment. The term ("Hazardous Material") shall include but not be 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 trucks. Title to and liability for any excluded waste shall remain with the Customer and Customer expressly agrees to indemnify, defend and hold harmless Contractor from and against any and all damages, losses, penalties, fines, claims and liabilities (including reasonable attorney fees) which may be incurred due to the inclusion of excluded waste. Waste material does not include dirt, masonry, concrete, asphalt, sludge or tires.

**EQUIPMENT.** Customer acknowledges and agrees that all equipment furnished hereunder by Contractor shall remain the property of Contractor. Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and shall be liable 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 shall provide safe, unobstructed access to the equipment. Contractor reserves the right to charge an additional fee for any additional collection service required due to Customer's failure to provide reasonable access to Contractor(s) equipment. Customer shall indemnify, defend, and hold harmless Contractor and all officers, employees, owners, investors, and shareholders from and against any and all claims, damages, suits, penalties, remediation cost, and liabilities (including court cost and reasonable attorney fees) resulting from or relating to or arising out of customers use, operation or possession of equipment.

### 3 year agreement

**TERM.** The term of this Service Agreement (this "Agreement") shall be for an initial period of ~~5 years~~ commencing upon the Service Start Date. Any notice of termination by the Customer must be sent via Certified Mail, return receipt requested, and actually received by the Contractor. Prior to Customer entering into a written or oral agreement with another waste removal provider for any services which are substantially similar to those provided under this Agreement, Customer shall provide written notice to Contractor outlining the terms and conditions contained in such offer and shall give Contractor a reasonable opportunity to match the proposed terms and conditions to compete for work.

**DRIVEWAYS AND PAVEMENT DAMAGE.** Customer warrants that any right of way provided by Customer for Contractor Equipment location to the most convenient public way is sufficient to bear the weight of all of Contractor Equipment and vehicles reasonably 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 pavement, road surface, and or container placement area.

### BREACH, DEFAULT AND DAMAGES.

- 1. Breach.** Customer will be in breach of this Agreement if it: (1) fails to pay all service fees as set forth in this Agreement; (2) attempts to terminate this Agreement without prior written notice as set forth in this Agreement; and/or (3) fails to comply with any of its obligations set forth in this Agreement.
- 2. Default.** Customer shall provide Contractor with written notice (via Certified Mail, return receipt requested) of a material default which Customer believes constitutes a failure by Contractor to fully perform its obligations under this Agreement. Contractor shall have ten (10) business days from the receipt of such notice to cure the default. If Contractor cures the default, Customer shall not have the right to terminate this Agreement. Where Contractor determines, in its reasonable judgment, that the default does not constitute a failure by Contractor to perform its obligations, or where such problem is beyond Contractor's reasonable ability to control, Contractor shall not be obligated to cure such problem and this Agreement shall remain in full force and effect. Contractor shall not be liable under any circumstances for any punitive, special, incidental or consequential damages arising out of or in connection with the performance or non-performance of this Agreement.
- 3. Liquidated Damages.** In the event Customer terminates this Agreement prior to its expiration, other than as a result of a breach by Contractor or Contractor terminates this Agreement for Customer's breach, including nonpayment, Customer agrees to pay to Contractor as liquidated damages a sum calculated as follows: (i) if the remaining term under this Agreement is six or more months, Customer shall pay an average of its three previous monthly charges multiplied by six; or (ii) if the remaining term under this Agreement is less than six months, Customer shall pay an average of its three previous monthly charges multiplied by the number of months remaining in the term. Customer acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to Contractor would be difficult to readily ascertain and, therefore, Customer agrees that the liquidated damages estimated in the amount set forth is reasonable and is not imposed as a penalty.
- 4. Attorney Fees and Costs.** In the event Customer breaches as set forth above, 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 court costs and reasonable attorneys' fees.

**CUSTOMER SALE, CHANGE OF OWNERSHIP OR RELOCATION.** In the event of change of ownership or sale of Customer's business, Customer shall provide Contractor written notice (via Certified Mail, return receipt requested) of the name and address of the new owner(s) and / or purchaser not less than twenty (20) days prior to such event and to require any such successor or business operator to assume this Agreement. Failure to do so by Customer shall be deemed a material breach of this Agreement. In the event Customer no longer requires Contractor services due to the permanent discontinuance of its business or its relocation outside the area in which Contractor provides service, Customer may terminate this Agreement upon at least twenty (20) days prior written notice (by Certified Mail) given to Contractor and payment of all amounts due to Contractor.

**MISCELLANEOUS.** (a) This Agreement shall be governed in all respects by the laws of the Commonwealth of the State of New Jersey or Pennsylvania, without giving effect to the conflict of laws rules thereof; (b) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective subsidiaries, successors and assigns. This agreement and all its obligations and rights herein may be assigned by Contractor and shall be binding upon the parties and their successors and assigns. Customer may not assign its obligations or rights under this Agreement without the prior written consent of Contractor; (c) Neither party hereto shall be liable for its failure to perform or delay in performance hereunder (other than an obligation to pay money) due to contingencies beyond its reasonable ability to control "Force Majeure" including but not limited to roadways deemed impassable by Contractor, parked vehicles, strikes, riots, fires, floods, compliance with laws or governmental orders, or acts of God and such failure shall not constitute a default under this Agreement; (d) This Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all other agreements, whether written or oral, that may exist between the parties with respect to the subject matter of this Agreement; and (e) if any one or more parts of this Agreement are deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.