

HolHart Transportation, LLC
409 Bliss Ave, Conneaut OH 44030
(440) 265-5440

Agreement for dumpster services rendered

This is an agreement entered into by HolHart Transportation, LLC (the provider) and the Client. The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services". The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered". The Provider may update or modify this agreement at any time and the new agreement will supersede previous agreement. Payment of your bill is acknowledgement that you have read and accept the terms of this agreement.

Scope and Manner of Services

Services Rendered By Provider:

- Weekly garbage pick up
 - Pick up of garbage contained within closed dumpster.
 - Large Items or extra trash may be picked up for an additional fee. Pre-arrangement must be made for extra pick up. Call (440)265-5440 to make arrangements.
 - Provider reserves the right to delay or reschedule pick up due to severe weather, unsafe road conditions, construction, holidays, etc.
 - Client will use provider will use provider for not less than one year from start date and gives provider right of first refusal after this time. A fee of 25% of annual rate will be paid by Client if terms are broken by Client.
 - To ensure services are provided Client agrees to:
 - Provide clear access to dumpster. If inaccessible it will not be picked up. If Client requests for a truck to return after path is cleared but before next scheduled service day there will be a \$55 fee if truck has left service area.

Payment for Services Rendered

The cost for weekly garbage pick up service will be billed on a quarterly or annual basis. The Provider reserves the right to adjust cost. Large items will be billed separately for the agreed upon amount within one week of arranged pick up. The Client shall pay the Provider for services rendered by due date documented on invoice. If the Client fails to pay the provider by the invoice due date services will be suspended immediately until payment is received. No refunds or adjustments for suspended weeks due to late payment. \$25 fee will be added for return checks.

Termination of Services

No refunds for early termination of services. The Provider reserves the right to cancel service immediately if initial payment for services is not received by due date. If services are terminated the client must place HolHart Transportation, LLC dumpster in a safe accessible location so that the Provider can retrieve these items. Client will use provider for not less than one year from start date and gives Provider right of first refusal after this time. A fee of 25% off annual rate will be paid by Client if terms are broken by Client.

Garbage/Waste that will NOT be Picked Up

Including but not limited to:

- Extremely heavy materials such as concrete, rocks or dirt, etc.
- Hazardous waste: asbestos, paints, paint products, pesticides, sprays, automotive fluids, used oil, batteries, household cleaners, solvents, fluorescent tubes, vehicle batteries or any other toxic or corrosive materials.
- Yard waste: tree branches, grass clippings, leaves, stumps, brush, bushes or similar debris.
- Medical waste, animal carcasses or tires.
- Refrigerators or any other appliances containing refrigerant.

Garbage Dumpster

- Upon Client request the Provider shall provide the Client with use of a garbage dumpster for weekly pickup. The Client agrees to take all responsibility and cannot hold the Provider responsible for any property damage or personal injury resulting from the dumpster or equipment used to pick up waste. The Client also agrees to pay for replacement if the dumpster is lost or stolen or if dumpster is not able to be safely retrieved by the Provider upon termination of services. The Customer will provide clear access to dumpster. If inaccessible it will not be picked up. If Client request for a truck to return after path is cleared but before next scheduled service day there will be a \$55 fee if truck has left the service area. All waste shall remain within the dumpster and shall not prevent the lids from closing. Lids shall be closed to prevent water from entering dumpster.

Price Increases

Clients price will only increase if the limits listed above are exceeded or if it is necessary because of increased cost of operations. HolHart's goal is to provide the highest level of service at the lowest price. Price is based on average weights of dumpsters by size and will be adjusted for Clients with excessively heavy trash. Client understands HolHart can increase price if and when needed.

Applicable Law

The agreement shall be governed by the laws of the County of Ashtabula in the State of Ohio and any applicable federal law.