



SERVICE PROPOSAL AGREEMENT

Dumpster Rental

NOTHIN' BUT WASTE LLC

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SERVICE PROPOSAL AGREEMENT - TERMS AND CONDITIONS

(CONTINUED FROM THE OTHER SIDE)

1. PAYMENT: Customer shall pay NOTHIN' BUT WASTE LLC for the services and equipment furnished by them at the rates provided in this Service Proposal Agreement (SPA). Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to NOTHIN' BUT WASTE LLC (other than income or real property taxes). Customer shall pay such fees as NOTHIN' BUT WASTE LLC may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with NOTHIN' BUT WASTE LLC to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay NOTHIN' BUT WASTE LLC: (a) a fee of \$50.00 (which NOTHIN' BUT WASTE LLC may increase from time to time by notice of customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of NOTHIN' BUT WASTE LLC's invoices, which amount NOTHIN' BUT WASTE LLC may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay NOTHIN' BUT WASTE within 20 days after the date of NOTHIN' BUT WASTE LLC's invoice. At any time after NOTHIN' BUT WASTE LLC becomes concerned about Customer's creditworthiness or after Customer has made any late payment, NOTHIN' BUT WASTE LLC may request, and if requested, Customer shall pay a deposit in the amount equal to one month's charges under this SPA.

2. TERM: The Term of this SPA shall be for sixty (60) months from the effective date of service specified on the reverse, and shall be automatically renewed for a period of twelve (12) months: thereafter and every twelve succeeding months unless and until either party gives written notice of termination (Certified Mail) to the other party at least sixty (60) days but not more than one hundred eighty (180) days prior to the termination of the initial term or any renewal term. Customer must provide NOTHIN' BUT WASTE LLC with written notice (Certified mail) of any deficiency in NOTHIN' BUT WASTE LLC's service and NOTHIN' BUT WASTE LLC shall, within thirty (30) days, remedy said deficiency in a prudent manner. If said deficiency is not remedied within thirty (30) days, Customer may then and only then, cancel this SPA and NOTHIN' BUT WASTE LLC's services hereunder with penalty.

3. SERVICES RENDERED: Customer grants to NOTHIN' BUT WASTE LLC the exclusive right to collect and dispose of all Customer's Waste Materials (which included recycled materials) and agrees to make the payments as provided for herein and NOTHIN' BUT WASTE LLC agrees to furnish such services and equipment specified above, all in accordance with the terms of this SPA.

4. RATE ADJUSTMENTS: NOTHIN' BUT WASTE LLC may from time to time notify the Customer, increase the rates provided in this SPA to adjust any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by NOTHIN' BUT WASTE LLC; (c) the Customer Price Index for all Urban Customers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this SPA are based as indicated on the cover page of this SPA; or (e) NOTHIN' BUT WASTE LLC's costs due to changes in Applicable Laws. NOTHIN' BUT WASTE LLC may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

5. SERVICE CHANGES: The parties may change the type, size or amount of equipment, the type of frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This SPA shall apply to any change of location of Customer within the area in which NOTHIN' BUT WASTE LLC provides collection and disposal services.

6. RESPONSIBILITY FOR EQUIPMENT: Any equipment NOTHIN' BUT WASTE LLC furnishes shall remain NOTHIN' BUT WASTE LLC's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from NOTHIN' BUT WASTE LLC's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless NOTHIN' BUT WASTE LLC 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 shall provide safe, unobstructed access to the equipment on the scheduled collection day. NOTHIN' BUT WASTE LLC may charge and additional collection service required by Customer's failure to provide access.

7. DAMAGE TO PAVEMENT: NOTHIN' BUT WASTE LLC shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from NOTHIN' BUT WASTE LLC's providing service at Customer's location.

8. SUSPENSION: In any amount due from Customer is not paid within 60 days after the date of NOTHIN' BUT WASTE LLC's invoice. NOTHIN' BUT WASTE LLC may, without notice and without terminating this SPA, suspend collecting and disposing of Waste Materials until Customer has paid such amount to NOTHIN' BUT WASTE. If NOTHIN' BUT WASTE suspends service, Customer shall pay NOTHIN' BUT WASTE a service interruption fee in an amount determined by NOTHIN' BUT WASTE LLC up to the maximum amount allowed by Applicable Law. Service interruption fee is \$35.00.

9. TERMINATION: In addition to the above suspension rights, NOTHIN' BUT WASTE LLC may terminate this SPA immediately by written notice to Customer if (a) any of the information contained in a credit application submitted to NOTHIN' BUT WASTE LLC in connection with this SPA is untrue or (b) Customer breaches this SPA and fails to cure such breach within 10 days after NOTHIN' BUT WASTE LLC gives Customer written notice of the breach. NOTHIN' BUT WASTE LLC's failure to suspend service or terminate this SPA when Customer fails to timely pay or otherwise breaches this SPA shall not constitute a waiver of NOTHIN' BUT WASTE LLC's right to suspend service or terminate this SPA for any future failure to pay or other breach. A pick-up fee is a minimum of \$95.00.

10. PAYMENT UPON TERMINATION: If Customer terminates this SPA before its expiration other than as a result of a breach by NOTHIN' BUT WASTE LLC, or if NOTHIN' BUT WASTE LLC terminates this SPA as a result of a breach by Customer (including non-payment), Customer shall pay NOTHIN' BUT WASTE LLC an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to NOTHIN' BUT WASTE LLC would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to NOTHIN' BUT WASTE LLC, 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 the amounts already owing under this SPA.

11. ASSIGNMENT: Customer shall not assign this SPA without NOTHIN' BUT WASTE LLC's prior written consent, which NOTHIN' BUT WASTE LLC shall not unreasonably withhold. NOTHIN' BUT WASTE may assign this SPA without Customer's consent.

12. EXCUSED PERFORMANCE: Except for Customer's obligation to pay amounts due to NOTHIN' BUT WASTE LLC, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Law or governmental orders, fires and acts of God, shall not constitute a breach of this SPA.

13. ATTORNEYS' FEES: If any litigation is commenced under this SPA, the successful party 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 cost incurred in such litigation or proceeding.

14. MISCELLANEOUS: This SPA sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this SPA. NOTHIN' BUT WASTE LLC shall have no confidentiality obligation with respect to any Waste Materials. This SPA shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provisions of this SPA shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to remain the intent of the parties. If such modification is not possible, such provision shall be severed from this SPA. In either case, the validity, legality and enforceability of the remaining provisions of this SPA shall not in any way be affected thereby. Customer and NOTHIN' BUT WASTE LLC agree that signatures are valid and effective and that a stored copy of this SPA constitutes proof of the signature and contents of this SPA as though it were an original.

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