

PREMIER FOOD WASTE

432 STOKES AVENUE
EWING, NEW JERSEY 08638
TELEPHONE (609) 771-8005
FAX (609) 771-8818

CUSTOMER
ACCOUNT NO.

OFFICE USE ONLY
Delivery Date
Route: TB1

WASTE REMOVAL SERVICE CONTRACT

EFFECTIVE DATE: _____

PREMIER FOOD WASTE RECYCLING, INC. (Contractor), agrees to provide the following services to Customer and Customer agrees to accept such services under the terms and conditions, monthly charges hereafter stated.

Service Name: Livingston Elementary
Address: 960 Midland Blvd.
City, St, Zip: Union, NJ 07083

Billing Name: _____
Address: _____
City, St, Zip: _____

Service Contact Name _____
Phone _____ Fax _____
e-mail _____

Billing Contact Name _____
Phone _____ Fax _____
e-mail _____

TYPE OF SERVICE: FRONT-END ROLL-OFF REAR-END OTHER: _____

CONTAINER SIZE AND QUANTITY: _____

PICK-UP DAYS: Mon Tue Wed Thu Fri Sat Sun COUNTY: UNION NJ

RATE \$: 295.00 Per Month Per Week Per Quarter Per _____

SERVICE DESCRIPTION:
5-64 gallon + 4-32 gallon TOTERS picked up 1x week.
5 month supply Bio-BAGS - 1 time charge \$200. If program is cancelled at end
of pilot toters are \$75. each. (5 month pilot program)

TERMS AND CONDITIONS

Term / Termination: This Contract shall remain in full force and effect for a term of ~~6~~ 5 years beginning on the Effective Date stated above. In the event that Company continues to provide the services contemplated pursuant to this Agreement following any termination or non-renewal of this agreement, the parties hereto agree that the terms and conditions of this Agreement shall continue to govern the relationship between the parties with respect to such services.

The Customer may terminate this Agreement prior to the expiration of the Term by providing Company with written notice by certified mail, return receipt requested. In the event Customer terminates this agreement as set forth above, Customer shall pay and Company shall accept as liquidated damages and not as a penalty, a sum calculated as follows: (a) if the term hereunder is 6 months or more, Customer agrees to pay Company the then-current monthly service fee multiplied by 6 or (b) if the remaining Term hereunder is less than 6 months, Customer agrees to pay the then-current monthly service fee, multiplied by the number of months remaining in the Term. Customer and Company agree that Company's actual damages for Customer's early termination of this Agreement, or Company's termination of this Agreement due to Customer's breach of this Agreement, would be difficult or impossible to accurately calculate and the amount stipulated in this paragraph as liquidated damages is fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of such termination.

Service Fees: The Company reserves the right to adjust the service fees at an time upon any of the following occurrences: (w) increases in the average weight per container of Waste Material or changes in the composition of Waste Material; (x) increase in direct costs incurred by the Company, including landfill disposal rates, fuel costs, or local, state or federal fees, taxes and assessments; (y) increases in the size of equipment, the frequency of service, or the type of equipment during the term specified herein; or (z) any increased operational costs due to events of Force Majeure.

Payment: Payments are due upon receipt of invoice. The Company may impose, and Customer agrees to pay, a late fee for all past due payments not to exceed the maximum rate for same allowed by applicable law. Customer shall pay a \$25.00 charge for each returned check.

4. Events of Force Majeure: Customer agrees that neither Party shall be in default hereunder if its nonperformance is by reason of delays or circumstances beyond the party's control, including events of Force Majeure.

5. Breach: In the event of breach by the Customer with the terms and conditions of this Service Agreement, Customer agrees to indemnify and hold Company harmless for any litigation costs (including, without limitation, attorney's fees, collection agency fees, court costs and any other costs of litigation or collection of past due amounts) incurred by Company with respect to such breach by Customer, in addition to the amount due and owing.

6. Assignment: The Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Company. The Company reserves the right to subcontract any obligations under this Agreement to another entity, and may assign this Agreement without Customer's consent.

7. Modification of Service: Customer agrees that the type, size and amount of Equipment, the frequency of service, the type of service and the day(s) and time(s) of service may be changed by the Company as necessary without effecting the validity of this Agreement and such changes shall become part of this Agreement. Changes in Customer's location will not affect the validity of the Agreement provided that the Company agrees to continue service at Customer's new location. Subject to Company's approval, the Customer may modify the type and frequency of services provided under this Agreement. Upon approval by the Company, such modification shall be deemed effective and become part of this Agreement.

8. Miscellaneous: Any provision hereof which may prove unenforceable shall not effect the validity of any other provisions of the Contract. This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey and all rights and remedies are governed by such law. This Agreement constitutes the entire agreement between the Customer and the Company with respect to the collection of solid waste, and supercedes any and all prior agreements with respect to same. Customer and Contractor hereby expressly waive any right to a trial by jury with respect to disputes arising out of this Agreement.

PREMIER FOOD WASTE RECYCLING, INC.

CUSTOMER ACCEPTANCE

BY [Signature]
Authorized Signature

BY _____
Authorized Signature

FOR: _____
Company Name

DATE: _____