



This CONTRACT is entered into agreement between:

BATES TRUCKING AND TRASH COMPANY, INC.

PO Box 91, Bladensburg, Maryland 20710
Phone: 301.773.2069 Fax: 301.277.2050
(Hereinafter referred to as "Contractor")

And

Greenwood HOA
Queen Anne County
Grasonville, MD

Service Name: Greenwood HOA

Main Contact: Anthony Stampone/ Dan Burnside

Phone: (410) 299-9097

Billing Address: P O Box 163
Grasonville Md. 21638

Effective Date: 7-3-14

Services: **120 - homes with 96gal carts serviced 1x/week for Trash*
**120 - homes with 96gal carts serviced every other week for Recycling*
**\$2,280.00/month FLAT RATE FEE*
Please note that we bill first month up front.

TERMS and CONDITIONS

TERM: Customer gives to contractor the exclusive right to remove and dispose of all Customer's non-hazardous solid waste and recyclables for an initial term of thirty six (36) months from the effective date. The term of this agreement shall be automatically renewed for a thirty day term thereafter unless either party shall give written notice of cancellation by certified mail to the other at least sixty (60) days prior to the termination of the initial term or any renewal term. If the Customer terminates this agreement other than as stated above or Contractor terminates this Agreement for Customer's failure to pay, Customer shall pay to Contractor as liquidated damages an amount determined as follows: (1) If the remaining term under this agreement is six (6) months or more, Customer shall pay its most recent monthly rate multiplied by six, or (2) if the remaining term under this agreement is less than six (6) months, Customer shall pay its most recent monthly rate multiplied by the number of months remaining in the term.

- Please note that we do not have any Environmental Fees however, we do not have a variable monthly fuel surcharge.

CHANGES AND COST INCREASES: Because disposal and fuel costs are a major portion of the cost of Contractor's Services provided in this Agreement, Contractor may increase the Schedule of Rates proportionately to reflect any increase in such costs. Those changes in the Schedule of Rates and changes to the frequency of collection service or the amount, capacity and type of equipment used may be agreed to verbally, in writing or by the actions and practices of the parties. This Agreement shall remain binding in the event of changes in the Customer's Service Address provided such new Address is located within Contractor's geographic service area. Customer will receive thirty (30) days written notice if charges are increased which Contractor reserves the right to do from time to time proportionately in connection with increases in costs for disposals, longer transportation distances, regulatory compliance, taxes, Consumer Price Index (CPI) and increases in average weight per container per yard. In connection with increase in the cost of disposal, if Contractor does not receive adequate notice of such increase, Contractor reserves the right to pass on to Customer a disposal increase without 30 days notice, but will give Customer as much notice as possible. (All service changes are required to start a new service agreement).

Customer Initials DB

RESPONSIBILITY FOR EQUIPMENT: The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no claim in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear or for damage resulting from Contractor's handling of the equipment. Customer shall not overload (by weight or volume), move or change the equipment only for its proper and authorized use. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. On pickup day, Customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, Customer will be notified, and any additional collection service or attempt to provide such service shall be charged as an "extra pickup".

EXCUSED PERFORMANCES: Contractor shall not be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God and such failure shall not constitute a Default under this Agreement.

DAMAGE TO PAVEMENT: Customer recognizes the difficulty in ensuring that the Customer's pavement or driving surface is adequate to bear the weight of Contractor's vehicles. Therefore, Customer agree that the customer will be responsible for any damage to Customer's pavement, curbing or other driving surfaces resulting from the weight of Contractor's vehicles providing service at the Customer location.

SUSPESION & TERMINATION FOR CAUSE: If during the term of this Agreement, either party shall be in breach of or default in any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such delinquency or default has been corrected, provided, however, that no termination shall be effective unless and until the complaining party has given written notice by certified mail of default to the other party and the other party has failed to cure such default within at least ten (10) days thereafter. In the event such default remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of termination.

RATES & PAYMENTS: Customer shall pay Contractor for services rendered in accordance with the printed charges shown on the face of this Agreement. If the charges specifically indicate "disposal" as a portion of the charges, "disposal" shall mean the posted gate rate for disposal at the disposal facility used by the contractor plus an appropriate handling fee. Customer shall be responsible for all taxes, fees or other charges imposed by federal, state or local laws regulations upon the collection, transportation or disposal of customer's waste materials or for services performed hereunder. Customer shall make payment within fifteen (15) days after receipt of the invoice from Contractor. In the event that a payment is not made when due, Contractor may terminate this Agreement on notice to Customer, recover any equipment on the Customer's property and collect the liquidated damages described above. Contractor may impose and customer agrees to pay late fees for all delinquent payments not to exceed the maximum rate allowed by law.

RIGHT TO COMPETE: Customer grants Contractor the right to compete with any offer which Customer received (or intends to make) relation to the provision of non-hazardous waste removal and recycling services upon termination of this Agreement for any reasons, and agrees to give Contractor written notice of any such offer and a reasonable time period to respond to it.

MISCELLANEOUS: If any conflict exists in this Agreement between terms that are printed and those that are typed or written, the typed or written language shall prevail. This Agreement shall be binding on the parties and their successors and assigns. The representations, warranties and indemnifications contained herein shall survive the cancellation of this Agreement.

BINDING EFFECT: This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and assigns, in accordance with the terms and conditions set out herein. In the event of a breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incidental to the activity that brought to enforce this Agreement.

BATES TRUCKING AND TRASH COMPANY, INC.

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this , Agreement and that he or she has the authority to sign the Agreement on behalf of the customer.

Name: Tara Lewis

Title: Marketing Director

Date: June 16, 2014

Signature: _____

Name: DAN BURNSIDE

Title: PRESIDENT HOA

Date: 6/16/2014

Signature: Dan Burnside