

TERMS AND CONDITIONS

1) Services Rendered: GFWD (the "Contractor") and the Customer named herein (the "Customer") agree that the Contractor shall have the exclusive right to furnish the solid, non-hazardous waste and recyclables collection and disposal services and/or equipment specified herein the Customer agrees to make the payments provided for herein and abide by the terms and conditions of this agreement. Customer shall pay applicable tax amounts payable to Contractor hereunder as well as all fees or other charges imposed by federal, state or local laws and or regulations upon the collection, transportation or disposal of Customer's waste.

2) Term: This agreement shall be binding on the parties from the date on which it has been signed by both parties and shall continue for a period of _____ months ("Initial Term") from the actual start date of service. Thereafter this agreement shall automatically renew for successive _____ month periods ("Renewal Term") without further action by giving written notice to the other party in accordance with of the agreement no later than sixty (60) days but no more than one hundred and eighty (180) days prior to the expiration of the then current Initial Term or any Renewal Term.

3) Charges; Payments; Adjustments. Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company, as it may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the term: (a) for any changes or modifications to or difference between the actual equipment and services provided by Company to Customer and the agreed upon Equipment/Service specifications, (b) any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials, (c) for any increase in or other modification to its fuel or environmental cost recovery charges, (d) to cover any increase in disposal and/or third party transportation costs, (e) to cover increased costs due to uncontrollable circumstances, including without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of GOD such as floods, fires, hurricanes, and natural disasters, and (f) no more often than annually from the Effective date for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer. Administrative Fee, Enclosure Charge, Services on High Demand Days, Pull/Push out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjust the Charges, Customer and Company agree that this Agreement as so adjusted will continue in full force and effect for the remaining term.

4) Changes. Changes in the frequency of collection service, schedule, number, capacity, and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

5) Equipment. The equipment furnished by the Contractor for use by the Customer shall remain the property of the Contractor and the Customer shall have no right, title or interest in the equipment, however the Customer acknowledges that it has the care, custody, and control of the equipment while it is at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear of, or for loss or damage resulting from the Contractors handling of the

equipment) and its contents. The Customer also agrees to use the equipment only for its intended purposes, shall not remove or alter, nor authorize the removal or alteration of the equipment without the prior written consent of the Contractor, shall not overload the equipment (by weight or volume), nor use it for incineration purposes, and shall be liable to the Contractor for any loss or damage to the equipment in excess of reasonable wear and tear.

6) Customer's Responsibility. The Customer agrees that on the schedule collection day(s), the Contractor's vehicle shall have unobstructed access to the equipment. If the equipment is blocked so as to prohibit collection, the Customer shall be promptly notified by the Contractor and offered a reasonable opportunity to provide necessary access. The Contractor reserves the right to charge the Customer and "extra pick-up" fee for any additional collection services required due to the Customer's failure to provide such access.

7) Damage to Pavement. The Customer agrees that the Contractor shall not be liable and hereby waves and releases all claims against Contractor for any damage to pavement, curbing or driving surfaces resulting from the Contractor's trucks and equipment. The Customer agrees that the Contractor shall not be liable and hereby waves and releases all claims against Contractor for any damage to sprinklers, cables, wires, sensors, or any device located underground. Customer agrees to defer to the driver's better judgment regarding the location of the container if the location of the customer's choosing presents a risk, safety hazard, or is difficult to access.

8) Indemnity. The company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation of law, to the extent caused by negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9) Fuel/Environmental Charge. A fuel surcharge and environmental cost recovery charge calculated as a percentage of the Charge(s), will be included on your invoice. State and Local taxes, if applicable, will also be added to the Charges. A monthly administrative fee of \$4.00 per invoice will be assessed.

The individual signing this agreement on behalf of Customer acknowledges that he/she has read and accepts the terms and conditions of this agreement and that he/she has the authority to sign on behalf of the customer.

Signature: _____

Date: _____