



CUSTOMER SERVICE AGREEMENT

Rumpke of Kentucky, Inc.

SERVICE NAME: RAVEN RUN NATURE SANCTUARY

SERVICE ADDRESS: 3885 Raven Run Wy
CITY, STATE ZIP Lexington, KY 40515

COUNTY:

BILLING NAME: RAVEN RUN NATURE SANCTUARY

BILLING ADDRESS: 3885 Raven Run Wy
CITY, STATE ZIP: Lexington, KY 40515

CUSTOMER ACCOUNT

NUMBER:

CONTACT NAME: CHRISTOPHER POEHNER

PHONE NUMBER: 859-413-0622

Service Type (circle) RO \ FL \ RL \ RCY \ Toter \ PT \ other

Equipment Delivery Date: TBD

Service Effective Date: TBD

Pricing\additional Terms:

(1) 6YD REAR LOAD DUMPSTER, SERVICED BIWEEKLY, \$100 PER MONTH BASE RATE.

* All services are subject to fuel surcharges (see www.rumpke.com for additional information)

TERMS AND CONDITIONS OF AGREEMENT

(1) **SERVICES RENDERED:** Customer grants to Rumpke the exclusive right to collect and dispose of all solid waste material and recyclables and agrees to make the payments as provided for herein and Rumpke agrees to furnish such services and equipment specified herein, all in accordance with the terms of the Agreement.

(2) **WASTE MATERIAL:** The Waste Material to be collected and disposed of or recycled by Rumpke includes all solid waste material and recyclables, generated by the Customer ("Waste Material"), except that *Waste Material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state or local laws.*

(3) **TERM:** The initial term of this Agreement is three years from the later of: 1) the date of the Service Effective Date; or 2) the first day following the expiration date of any pre-existing agreement for the collection and disposal of Waste between Customer and another waste service company provider. This Agreement shall automatically renew thereafter for successive three year terms unless either party shall give written notice of their intent not to renew the Agreement by certified mail not less than (60) days nor more than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term.

(4) **RATE ADJUSTMENTS:** Rumpke may adjust the rates hereunder to reflect and pass through to the Customer any new or additional generation or disposal fees, taxes and/or surcharges levied on Rumpke by federal, state or local governmental entity. Rumpke reserves the right to adjust rates charged hereunder to reflect changes in CPI, processing, fuel, or increased transportation. Rumpke may increase rates for reasons other than set forth above with the consent of the Customer, which may be evidenced verbally, in writing, or by the actions and practices of the parties.

(5) **CHANGES:** Changes in the, type, size and amount of equipment and frequency of service may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

(6) **EQUIPMENT RESPONSIBILITY:** Customer acknowledges that it has under its custody and management, equipment owned by Rumpke (the "Equipment") and accepts responsibility for the Equipment and Waste Material disposed therein. To the extent allowable by law, Customer shall defend, indemnify and hold Rumpke harmless from and against any and all claims, loss, liability, and expenses (including reasonable attorney's fees) for: (a) Rumpke's collections, transportation, treatment, storage and/or disposal of waste not conforming to Waste Material, as defined herein; (b) loss or damage to the property of Customer or third party or injury to or death of a person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the Equipment furnished under this Agreement; this shall not be deemed a waiver of sovereign immunity or any other third party defense. Customer agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Customer agrees to provide unobstructed access to the Equipment on the scheduled collection day and Customer agrees to pay the associated fees for the additional service required due to Customer's failure to provide such access. Customer acknowledges that Rumpke shall not be liable for any damages to pavement, curbing, or other driving surfaces resulting from weight of Rumpke's vehicles.

(7) **HOLD HARMLESS:** Neither party shall be liable, for any, consequential, incidental or special damages or loss of business profits however arising, as a result of their performance, or failure to perform under this Agreement, except as provided herein.

(8) **LIQUIDATED DAMAGES:** In the event Customer terminates or defaults under this Agreement, Customer agrees to pay Rumpke, as liquidated damages, a sum equal to the Customer's monthly service rate multiplied by 6, plus a container removal fee of \$100 per container.

(9) **PAYMENT:** Customer agrees to pay all amounts due NET 10 days, with any amounts not paid within 30 days of invoicing subject to 1.5% service charge per month until paid.

(10) **MISCELLANEOUS:** Upon execution, this Agreement represents the entire understanding and agreement between parties hereto and supersedes any and all prior agreements, written and oral, that may exist between parties regarding the same. This Agreement shall apply to changes of and new service address locations of Customer within the area Rumpke provides such service shall be binding upon the parties, their successors and assigns. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to civil commotion, strikes, riots, acts of God, or decrees of local, state or federal governmental bodies, agencies or courts. In the event of breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the party incident to any action brought to enforce this Agreement.

(11) **RIGHT TO COMPETE:** Customer grants to Rumpke the right to compete with any offer which Customer receives (or intends to make) relating to the provisions of solid waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Rumpke written notice of such offer and a reasonable opportunity to respond to it.

Customer (Corporate Name):

Name/title:

Signature:

Date:

Rumpke of Kentucky, Inc.

Authorized Representative:

Printed:

Date:

Christian King