

MUNICIPAL SOLID WASTE
SERVICE AGREEMENT

THIS SERVICE AGREEMENT, made and entered into (the "Agreement"), on this day, July 25, 2017 by and between Hunters Trace Homeowners Association ("Customer") and American Disposal Services of Georgia, Inc. ("Provider").

W I T N E S S E T H

WHEREAS, American Disposal Services of Georgia, Inc. currently operates a solid waste collection and hauling business serving residential, industrial, and commercial customers in and around the metropolitan Atlanta area (the "Collection Business").

WHEREAS, Joseph F. Johnson is the representative of a development (the "Development") Hunters Trace HOA which shall consist of 97 single family homes.

WHEREAS, the Parties are desirous of entering into a preferred hauler agreement whereby American Disposal Services of Georgia, Inc. provides once per week curbside municipal solid waste removal, yard waste, and recycling.

WHEREAS, American Disposal Services of Georgia, Inc. shall be the preferred hauler in the above referenced development.

WHEREAS, American Disposal Services of Georgia, Inc. shall provide one (1) 96-gallon garbage cart and one (1) 64-gallon recycling cart at no additional charge.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS, the Parties further agree as follow:

1. **TERM** . The initial term of this agreement is 36 months from the date of commencement of service, which shall be August 1, 2017. This Agreement shall automatically renew for additional terms of 12 months each unless either party gives notice, by Certified Mail, Return Receipt Requested, to the other party at least 90 days but no more than 180 days, prior to the termination of the then - existing term. Service Provider will be granted first right of refusal to match any competitive solicitation that Customer considers after the expiration of this Agreement. Any other notice or communication between the parties shall be effective when actually received.
2. **SERVICES RENDERED**. Customer grants to the undersigned Provider the preferred right to collect and dispose of all of Subdivision's waste materials (MSW, Yard Waste & Recycling) and agree residents or HOA will make payments as provided for herein and Provider agrees to furnish such services and equipment specified above all in accordance with the terms of this Agreement. Provider also has limitations on the amounts of waste we can dispose of on each weekly pick up. The limitations are as follows:
 - a. **All garbage, yard waste, and recycling must be at curb-side by 6:00 a.m. unless otherwise distinguished by your individual county.**
 - b. **One ninety-six (96) gallon cart and no more than two cubic yards in volume of additional furniture, trash, OR yard waste outside of the can.**
 - c. **Moving boxes are accepted "twenty to thirty" (20 to 30) and must be broken down completely flat and placed by the curb.**
 - d. **Yard waste must be contained in either a brown paper bag or loose in a separate trash container designated as yard waste. Loose clippings (i.e. branches and tree limbs) must be cut and bundled in sections no larger than four (4) feet in length and four (4) inches in diameter. Individual limbs and branches must not exceed four (4) inches in diameter and cannot exceed thirty (30) pounds in weight.**

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We will collect a maximum of 5 bags of grass clippings and or leaves, and 5 bundles of brush per pick up.

e. Recycling will be #1 thru #7 plastics, aluminum cans, aluminum foil & trays rinsed & cleaned, metal food & beverage cans, plastic bottles, wide mouth plastic containers & rigid plastics, newspapers, mixed paper, junk mail, magazines, phone books & catalogs, empty aerosol cans, cardboard, paperboard (including cereal boxes without the lining and frozen food packages, etc) and corrugated cardboard.

3. CHARGES AND PAYMENTS. Price will be subject to change due to increases in industry costs, capped at \$0.50 per year. Customer will be notified 30 days prior to effective date.

Rate = \$13.50/month per home for trash and recycling, individually billed

4. RATE ADJUSTMENTS. HOA president or Management Company assumes full responsibility for informing all current and future residents in the development of their existing agreement with Provider, the preferred hauler for the above referenced development. Residents in the above referenced development are responsible for canceling any existing residential service they have with Provider as well as informing Provider they are a part of the above referenced HOA and should be billed at the HOA rate on the service agreement. Provider is not responsible for any double billing that may occur due to HOA presidents' or management groups not informing their residents of their agreement with Provider or residents not informing Provider they need to cancel their individual subscription because they are a part of an HOA with the rate referenced above on this agreement. Provider is not responsible for crediting over payments to any resident, HOA, or management group based on a lack of communication between those parties or with Provider.

5. WASTE MATERIAL. Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not limited to any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 as amended or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

6. EQUIPMENT.

- (a) Responsibility.** The equipment furnished hereunder by Provider shall remain the property of American Disposal Services of Georgia, Inc.; however, Customer acknowledges that it has care custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Provider's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume) move or alter the equipment only for its proper and intended purpose. Customer agrees to indemnify defend and hold harmless the Provider against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of customers use, operation or possession of the equipment.
- (b) Access.** Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick up cannot be made, Provider will promptly notify the Customer and afford the Customer's reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.
- (c) Definition.** The word "EQUIPMENT" as used in these Terms and Conditions shall mean all containers and bins used for the municipal solid waste removal and recycling material.

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7. **ASSIGNMENT AND BENEFIT.** This Agreement shall not be affected by any changes in the Customer's service address if such new address is located within Provider's service area. This Agreement shall be binding on the parties and their successors and assigns.
8. **EXCUSED PERFORMANCE.** Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including but not limited to acts of God and such failure shall not constitute a Default under Agreement.
9. All notices concerning termination, Provider's performance, or a dispute or inquiry about an invoice under this Agreement will be in writing and will be deemed duly served if delivered by hand to the principal office of the addressee, or if mailed postage prepaid, by Certified Mail, Return Receipt Requested, as follows:

If to Customer, to: Hunters Trace Homeowners Association


P.O. Box 71132


Marietta, GA 30007-1132

*If the address for notice to Customer is Customer's agent or representative, then such agent is solely responsible for sending all notices that it receives from Provider to Customer.

If to Provider, to: AMERICAN DISPOSAL SERVICES OF GEORGIA, INC.
P.O. BOX 1290
CENTREVILLE, VIRGINIA 20122-8326
ATTN: HOA TEAM
Tel #: (678) 720-0500

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OR AGENT OF CUSTOMER WITH AUTHORITY TO BIND CUSTOMER, HAVE READ, FULLY UNDERSTAND, AND AGREE TO THIS AGREEMENT.


 American Disposal Services Manager
 Signature Date 7/28/17


 HOA Representative
 Signature Date 7/25/2017

Thank you,

Brad Gardner
Account Manager

American Disposal Services
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