

RAY'S TRASH SERVICE, INC.

Drawer I

Clayton, IN 46118

317-539-2024

**SERVICE AGREEMENT
NON-HAZARDOUS WASTE**

Account Number: _____

_____ New Account _____ Reinstatement Customer _____ Other Change

_____ New Service Location _____ Change Service Level

BILLING INFORMATION	
CUSTOMER NAME:	Town of Whitestown
STREET NUMBER:	6210
STREET NAME:	Veterans Way
CITY:	Whitestown STATE: IN
ZIP:	46075 Phone: 317-694-6791
EMAIL:	nmesser@whitestown.in.gov
CONTACT:	Nathan Messer
NUMBER OF INVOICES REQUIRED:	_____

SERVICE LOCATION INFORMATION	
CUSTOMER NAME:	Town of Whitestown
STREET NUMBER:	6210
STREET NAME:	Veterans Way
CITY:	Whitestown STATE: IN
ZIP:	46075 Phone: 317-694-6791
EMAIL:	nmesser@whitestown.in.gov
CONTACT:	Nathan Messer
NUMBER OF INVOICES REQUIRED:	_____
COUNTY:	TOWNSHIP: _____

Service Description

Qty.	Cont. Size	Vol Code	Freq	Comp	On Call	Min. Haul Rate	Pickup/Rate	RO	FL	RL	HP	Monthly Equip. Charges
		YD										
						see attached addendum for services & pricing						
		YD										
		YD										
		YD										

OTHER SERVICE: _____

OTHER CHANGES: _____

DELIVERY DATE: _____

SPECIAL INSTRUCTIONS: _____

TERMS AND CONDITIONS

Services Rendered. Customer grants to the undersigned (Ray's Trash Service, Inc.) the exclusive right to collect and dispose of all Customer's Waste Materials (which include recyclable materials) and agrees to make the payments as provided for herein and Ray's Trash Service, Inc. agrees to provide such services and equipment specified above, all in accordance with the terms of this agreement.

Binding Effect. This Agreement is a legally binding contract on the part of both Ray's Trash Service, Inc. and the Customer and their respective heirs, successors and assigns in accordance with the terms and conditions set out herein.

Term. This initial term (the "Initial Term") of this Agreement is three years from the date of Ray's Trash Service, Inc.'s equipment is delivered to Customer's location on _____ ("Effective Service Date"). This Agreement shall automatically renew for successive three year terms (The "Renewal Term") thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty (60) days prior to the termination of the initial term or any renewal term.

Payments. Customer shall pay Ray's Trash Service, Inc. on a monthly basis for the service and/or equipment provided through Ray's Trash Service, Inc. in accordance with the charges and rates provided herein. Payments shall be made by Customer to Ray's Trash Service, Inc. within fifteen (15) days of the receipt of an invoice from Ray's Trash Service, Inc. Ray's Trash Service, Inc. may impose and Customer agrees to pay a late fee for all past due payments, such late fee not to exceed the maximum rate for some allowed by applicable law. In the event it is necessary for Ray's Trash Service, Inc. to commence formal action to collect any past due payments or other charges and amounts owing by Customer under this Agreement, Ray's Trash Service, Inc. shall be entitled to recover all costs of collection, including reasonable attorney's fees, in addition to all other available remedies.

Waste Material. The Waste Material to be collected and disposed of by Ray's Trash Service, Inc. pursuant to this Agreement is all solid waste (including recyclable materials) generated by Customer (the "Waste Material"). Waste Material specifically excludes and Customer agrees not to deposit within Ray's Trash Service, Inc. equipment or place for collection by Ray's Trash Service, Inc. any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state, provincial or local laws or regulations ("Excluded Waste").

Title: Ray's Trash Service, Inc., shall acquire title to the Waste Material when it is loaded onto a truck provided through Ray's Trash Service, Inc. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Ray's Trash Service, Inc. and its affiliates from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in any such trucks, containers or other equipment.

Liability for Equipment: Customer acknowledges that it has the care, custody and control of equipment owned by Ray's Trash Service, Inc. and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Ray's Trash Service, Inc. and its affiliates. Therefore, Customer expressly agrees to defend, indemnify and hold harmless Ray's Trash Service, Inc. from and against any and all claims for loss or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this agreement.

Damage to Pavement: Customer acknowledges that Ray's Trash Service, Inc. and its affiliates shall not be liable for any damages to pavement, curbing or driving surface resulting from trucks servicing an agreed upon area.

Rate Adjustments: Because disposal and fuel costs constitute a significant portion of the cost of Ray's Trash Service, Inc. services provided hereunder, Customer agrees that Ray's Trash Service, Inc. may increase the rates hereunder proportionally to adjust for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Ray's Trash Service, Inc. may also increase the rates from time to time to adjust for increases in the Consumer Price Index, and Customer agrees that Ray's Trash Service, Inc. may also proportionately pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials, increases in Ray's Trash Service, Inc. costs due to changes in local, state or federal rules, ordinances or regulations applicable to Ray's Trash Service, Inc.'s operations or the services provided hereunder and increases in taxes, fees or other governmental charges assessed against or passed through to Ray's Trash Service, Inc. (other than income or real property taxes).

Service Changes: The type, size and amount of equipment, the frequency of service, and corresponding changes in rates, may be changed by the parties, either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement. This Agreement shall continue in effect for the term provided herein and shall apply to changes of service address location of the Customer within the area in which Ray's Trash Service, Inc. provides collection service.

Opportunities to Provide Additional Services: Ray's Trash Service, Inc. values the opportunity to meet all of Customer's nonhazardous waste collection and disposal needs. Customer will provide Ray's Trash Service, Inc. the opportunity to meet those needs and to provide, on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this Agreement.

Excused Performance: Neither party hereto shall be liable for its failure to perform or delay in performance hereunto due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires and acts of God.

Assignment: Neither party shall assign his Agreement without the prior written consent of either party, except that Ray's Trash Service, Inc. without Customer's consent may assign this agreement to any affiliate of Ray's Trash Service, Inc. or its successor.

Entire Agreement: The undersigned individual, signing this Agreement on behalf of Customer via either handwritten or electronic signature, 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 Customer. The undersigned individual, if signing this agreement via electronic signature, affirmatively represents that the signature herein is his or her own and understands that an electronic signature shall be treated as if signed in the Customer's own handwriting to the fullest extent allowed by law. Customer consents to the retention of any and all identifying data related to the electronic signature.

Date of Agreement: _____

Effective Service Date: 4/1/2022

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 Customer.

TERMS: NET 15 DAYS
RAY'S TRASH SERVICE, INC.

CUSTOMER NAME: Town of Whitestown

BY (SIGNATURE): _____

PRINT NAME

EXECUTED BY: _____

AND TITLE: _____