



SERVICE AGREEMENT

P.O. Box 448
Dover, OH 44622
1-800-201-0005 (330) 343-5665
Fax: (330) 343-0411

ACCOUNT NUMBER 249843

☐ NEW ACCOUNT

☐ REINSTATE CUSTOMER

☐ NEW SERVICE LOCATION

☐ CHANGE SERVICE LEVEL

BILLING INFORMATION	SERVICE LOCATION INFORMATION
CUSTOMER NAME: <u>Coshocton City Schools</u>	CUSTOMER NAME: <u>Coshocton City Schools</u>
Administration TAX ID# _____	Administration _____
STREET <u>1207 Cambridge Road</u>	STREET <u>Various Locations - See Attached</u>
CITY <u>Coshocton</u> STATE <u>OH</u>	CITY <u>Coshocton</u> STATE <u>OH</u>
ZIP <u>43812</u> PHONE <u>740-622-1901</u>	ZIP <u>43812</u> PHONE <u>740-622-1901</u>
*CELL _____ FAX _____	*CELL _____ FAX _____
EMAIL <u>amy.shutt@coshoctoncityschools.com</u>	EMAIL _____
CONTACT <u>Amy Shutt - 740-622-5514</u>	CONTACT _____

NEW COMMERCIAL SERVICE									
QTY	CONT SIZE	VOL CODE	DAYS/ WEEK	RL, FL	MONTHLY CHARGE	EXTRA PICKUP	FUEL & ENVIRONMENTAL SURCHARGE	DELIVERY FEE	CONTAINER RENTAL
	See	CY			\$1360.35		\$130/Month - Average	XXX	
	Exhibit A	CY					YES	\$75	
		CY					YES	\$75	
		CY					YES	\$75	

ROLL-OFF/COMPACTOR-SERVICE							
QTY	CONT SIZE	CHARGES				COMPACTOR INFORMATION	
		TRANSPORTATION		PER		OWNER	<input type="checkbox"/> CUSTOMER
		DISPOSAL		PER		MAKE	<input type="checkbox"/> KIMBLE
		CONTAINER RENT		PER		MODEL	
		COMPACTOR CHARGE		PER		SERIAL NO.	

SPECIAL INSTRUCTIONS: See Exhibit "A" - attached.

DATE OF AGREEMENT: 7/1/2020

EFFECTIVE SERVICE DATE: 6/30/2021

*By providing your telephone number you consent to receive autodialed and robo telephone calls regarding matters closely related to the Services. To opt out of such calls, contact Kimble at customerservice@kimblecompanies.com.

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.

Coshocton City Schools Administration
(CUSTOMER NAME)

TERMS: NET 30 DAYS

Kimble Recycling & Disposal, Inc.

BY _____

(SIGNATURE)

NAME _____

(PLEASE TYPE OR PRINT)

TITLE _____

(PLEASE TYPE OR PRINT)

SIGNATURE Kevin Cantrell

Digitally signed by Kevin Cantrell
Date: 2020.03.10 13:37:07 -0400

BY/TITLE 330-340-9926

TERMS AND CONDITIONS

SERVICES RENDERED - Customer grants to Kimble Recycling & Disposal, Inc. ("Contractor") the exclusive right to collect and dispose and recycle all of Customer's Waste Materials and agrees to make the payments as provided for herein and Contractor agrees to furnish the Waste Material collection services and Equipment specified on the first page, all in accordance with the terms of this Agreement ("Services").

TERMS - THE INITIAL TERM OF THIS AGREEMENT IS ONE YEAR FROM THE EFFECTIVE DATE OF THIS AGREEMENT. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR TERMS THEREAFTER UNLESS EITHER PARTY SHALL GIVE WRITTEN NOTICE OF TERMINATION BY CERTIFIED MAIL TO THE OTHER AT LEAST NINETY (90) DAYS PRIOR TO THE TERMINATION OF THE INITIAL TERM OR ANY RENEWAL TERM. In the event Customer terminates this Agreement prior to its expiration other than as a result of a default by Contractor, or Contractor terminates this Agreement for Customer's default (including nonpayment), Customer agrees to pay to Contractor, as liquidated damages, a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charge multiplied by the number of months remaining in the term. In the event of Customer's breach of this Agreement, Customer shall pay all reasonable attorney's fees, collection fees and costs of the Contractor incident to any action brought to enforce this Agreement.

WASTE MATERIALS - The Waste Material to be collected and disposed of by Contractor pursuant to this Agreement is all nonhazardous solid waste (including recyclable materials determined by Contractor) generated by Customer at the service location listed on the first page (the "Waste Material"). Waste Material specifically excludes and Customer agrees not to deposit in Contractor's Equipment or place for collection with Contractor, anything other than Waste Material, including without limitation, any radioactive waste containing TENORM as defined in OAC 1701:1-43(x); volatile, corrosive, asbestos, highly flammable, explosive, biomedical, infectious, biohazardous and toxic waste; fluorescent light bulbs, tires, petroleum products; or hazardous material as defined by applicable federal, state, provincial or local laws or regulations or any other waste contaminated with said materials ("Excluded Waste"). Customer represents this is not industrial process waste, or if it is an industrial process waste, a waste characterization has been completed and attached to this Agreement. Customer understands that in the event the waste stream materially changes from that approved on the date of this Agreement, Customer will notify Contractor of the change and receive written approval from Contractor prior to placement into Contractor's containers or collection vehicles. In the event a test for TENORM is required, Customer shall be responsible for procuring the test and the cost. In the event Customer provides recyclables that are contaminated with any non-recyclables (as determined by Contractor), Contractor may dispose of such contaminated recyclables and Customer shall pay the cost of such disposal.

TITLE - Contractor shall acquire title to the Waste Material when it is loaded into Contractor's collection vehicles. Title to and liability for any Excluded Waste shall remain with Customer and Customer expressly agrees to release, defend, indemnify and hold harmless Contractor from and against any and all damages, consequential damages, losses, injuries, death, loss of profit, losses, penalties, fines, environmental clean-up costs, claims, suits and liabilities of any kind or nature, to any person, entity or property, ("Claims") resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks or other Equipment, except to the extent caused by Contractor's gross negligence or intentional misconduct. In the event Excluded Waste is delivered to Contractor, Contractor shall have the right to incur costs on behalf of Customer for the temporary containment of said Excluded Waste and any and all costs associated with handling, disposing, and complying with all laws. This paragraph shall survive expiration or termination of this Agreement.

PAYMENTS - Customer agrees to pay Contractor on a monthly basis for the Services furnished by Contractor in accordance with the charges and rates provided for herein. Customer shall also pay all taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes). Payment shall be made by Customer to Contractor within thirty (30) days of the invoice date. Contractor may impose and Customer agrees to pay a late fee for all past due payments equal to the greater of: 1.5% of the balance due for each month said amount remains unpaid or \$5.00. Customer will pay \$35 for any dishonored check. There shall be no right of setoff for payments due by Customer. Contractor retains a right to setoff amounts owed to Contractor by Customer against any claims, rights, damages or sums owed to Customer or any party claiming through Customer, such as a Bankruptcy Trustee.

RATE ADJUSTMENTS - Customer agrees that with advance notice, Contractor may increase the rates from time to time to adjust for: (i) increases in the Consumer Price Index (All Urban Consumers All Items); (ii) disposal costs; (iii) fuel costs; (iv) the average weight per cubic yard of the Waste Material exceeds the price upon which Customer's rate was calculated; (v) recycling, sorting and processing costs; (vi) decrease in value of recyclables; and (vii) costs to comply with changes in the law. Contractor may increase rates for other reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

SERVICE CHANGES - Changes to the type, size, amount or frequency of Services, and corresponding adjustments to the rates, may be made by the mutual agreement of the parties, evidenced either in writing or by the practices and actions of the parties which are reduced to writing in an invoice to Customer, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the term provided herein and shall apply to changes of and new service address locations of the Customer within the area in which Contractor provides collection service.

RESPONSIBILITY FOR EQUIPMENT - The Equipment furnished hereunder by Contractor shall remain the property of Contractor; 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 Contractor handling the Equipment) and its contents. Customer agrees not to overload (by weight, height or volume) move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Customer shall be responsible for determining the location of the Equipment and unloading any overloaded Equipment. Customer agrees to indemnify, defend and hold harmless Contractor against all Claims arising out of Customer's use, operation or possession of any Equipment supplied by Contractor, except to the extent caused by Contractor's gross negligence or intentional misconduct. Customer agrees to provide unobstructed access to the Equipment on the scheduled collection day. If the Equipment is inaccessible, needs relocated, or is not ready for pickup when Contractor arrives so that the pickup cannot be made, Customer will be charged an additional fee. If Customer provides 24 hours advance notice to Contractor that the Equipment is not ready, no fee will be charged. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTEES OF ANY KIND TO THE OTHER, EXPRESS OR IMPLIED, AND THERE SHALL BE NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. CUSTOMER HEREBY RELEASES CONTRACTOR FROM, AND CONTRACTOR SHALL NOT BE LIABLE TO CUSTOMER, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. Customer waives any right of subrogation against Contractor for itself and Customer's insurance carrier. The term Equipment includes all materials supplied by Contractor, including without limitation, containers, dumpsters and compactors. This paragraph shall survive expiration or termination of this Agreement.

SUSPENSION AND 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 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 any 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 such termination; such termination to become effective upon mailing of such notice. In the event Contractor determines the Services raise an issue complying with law or raise a safety issue, it will advise Customer of the same in writing, and Customer shall have ten (10) days from said written notice to correct such issue, and in the event such issue cannot be corrected by Customer, then this Agreement shall terminate at Contractor's election.

OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES - Contractor values the opportunity to meet all of Customer's Waste Material collection and disposal needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional new Waste Material collection and disposal service during the term of this Agreement and for a period of one year thereafter.

EXCUSED PERFORMANCE - Except for any obligation to pay money, neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond reasonable control, including but not limited to strikes, riots, weather, compliance with laws, ordinances, county solid waste plans, governmental orders or acts of God and such failure shall not constitute a default under this Agreement.

INGRESS DAMAGE - Customer is responsible to select the Equipment location, and Customer waives all claims for damages caused by Contractor servicing the Equipment at Customer's designated location, except due to Contractor's gross negligence or intentional misconduct. Contractor is granted a right of ingress and egress over Customer's property to provide the Services. Contractor shall not be responsible for pavement, sidewalk or other driving surface damage, or corresponding subsurface damage, sprinkler damage or pipe damage resulting from Contractor's trucks accessing Customer's collection point, except to the extent caused by Contractor's gross negligence or intentional misconduct. Any claim not brought by Customer one year after the events giving rise to the claim shall be waived by Customer. Contractor shall not be liable for any damage to overhead utility lines provided Contractor complies with O.R.C. §5577.05(D). Contractor's liability to Customer for any Claims, if any, is limited to the amount of funds paid by Customer to Contractor under this Agreement.

BINDING EFFECT - This Agreement is a legally binding contract on the part of both Contractor and Customer and their respective heirs, successors and assigns. Customer may not assign this Agreement without Company's consent, which will not be unreasonably withheld. Contractor may assign this Agreement, in whole or in part, at any time. Electronic signatures to the Agreement and counterpart signatures shall constitute a binding agreement. This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral that may exist between the parties regarding the same. Any amendments must be in writing, except as provided in the Service Changes and Rate Adjustment paragraphs. Contractor has no confidentiality obligation with respect to any Waste Materials. In the event any terms or provisions of this Agreement are or become unenforceable as a matter of law, the remainder of said terms and provisions shall be enforced to the fullest extent permitted. The law of the State of Ohio shall apply to this Agreement.

Exhibit A

Account 249843

Location	Quantity	Container Size	Service Level	Monthly Charge	Extra Pickup
1207 Cambridge Road	1	4 Yard	Weekly	\$48.25	\$40
1205 Cambridge Road	2	8 Yard	3x	\$484.40	\$80
1205 Cambridge Road	1	8 Yard Recycle	2x	\$80.40	\$80
1205 Cambridge Road	2	70 Gallon Tote	Weekly	\$10.05	N/A
1205 Cambridge Road	1	18 Gallon Bin	Weekly	\$20.10	N/A
1203 Cambridge Road	2	8 Yard	3x	\$484.40	\$80
1203 Cambridge Road	1	8 Yard Recycle	2x	\$80.40	\$80
1203 Cambridge Road	2	70 Gallon Tote	Weekly	\$10.05	N/A
1203 Cambridge Road	20	18 Gallon Bin	Weekly	\$10.05	N/A
245 S. Water Street	1	8 Yard	Weekly	\$132.25	\$80
Total				\$1,360.35	