



SALESPERSON # ML FEL X REL \_\_\_\_\_ ROL \_\_\_\_\_ PO # \_\_\_\_\_

**SERVICE AGREEMENT - AREA**

CUSTOMER #: P2-86

SITE #: 1

New Account X Service Increase \_\_\_\_\_

Service Decrease \_\_\_\_\_ Cancel \_\_\_\_\_

Rate Increase \_\_\_\_\_ Rate Decrease \_\_\_\_\_

Other \_\_\_\_\_ Reason Code \_\_\_\_\_

**CUSTOMER MASTER/BILLING INFORMATION SITE MASTER MAINTENANCE/SERVICE LOCATION**

LEGAL NAME: CHAMPAIGN CO HEAD START

NAME: CHAMPAIGN CO HEAD START

ADDRESS LINE 1: 1776 E WASHINGTON

ADDRESS LINE 1: 2005 ROUND BARN RD

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

CITY: URBANA STATE: IL

CITY: CHAMPAIGN STATE: IL

ZIP CODE: 61801 PHONE: (217) - 781 - 0909

ZIP CODE: 61821 PHONE: (217) - 781 - 0909

EMAIL: BMEUSER@CCRPC.ORG

CONTACT NAME: BRIAN MEUSER

EFFECTIVE DATE OF AGREEMENT: 06/20/23

BILLING EMAIL: \_\_\_\_\_

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HAUL RATE	BASE DISPOSAL CHARGE	MONTHLY BASE CHARGES
NEW	1	MSW	1	6YD			2WK			253.32
OLD										

**SPECIAL INSTRUCTIONS:**

PLACE AS FAR AS EAST AS POSSIBLE IN THE BACK PARKING LOT

**OTHER CHARGES:** Fuel, Environmental, Administrative, other charges as shown on invoice

*This Service Agreement ("Agreement") together with the Terms and Conditions set forth herein is a legally binding contract between Contractor and Customer, and the individuals executing this Agreement have all power and authority to do so. This Agreement may be executed in counterparts and by electronic transmission.*

**Area Disposal Service, Inc.**

By: *Michelle Luna* Jun 22, 2023  
Print Name: Michelle Luna

By: *Dalitso Sulamoyo* Jun 22, 2023  
Print Name: Dalitso Sulamoyo

**TERMS AND CONDITIONS**

**SERVICES.** Customer grants Contractor the exclusive right to collect and dispose all of Customer's Waste Materials (as defined below). Contractor agrees to furnish the services and Equipment specified above, subject to the terms and conditions of this Agreement. Changes in collection frequency and type of Equipment may be agreed to orally or in writing.

**TERM.** The initial term of this Agreement is 5 years commencing on the Effective Date and shall automatically renew thereafter for successive 5 year terms ("Term"), unless either party gives written notice of non-renewal (via certified mail) to the other at least sixty days but not more than 120 days prior to the expiration of the then current Term. If Customer terminates this Agreement other than as provided above, or if Contractor terminates due to Customer's breach (including nonpayment), Customer shall pay to Contractor liquidated damages in an amount equal to the average of the Customer's invoices for the prior twelve months multiplied by twelve; or if Customer has not been serviced for twelve months, an amount equal to Customer's most recent monthly charge multiplied by twelve. If Customer no longer requires services solely due to the discontinuance or relocation of its business outside of Contractor's service area, then Customer may terminate this Agreement by providing 60 days prior written notice (via certified mail) and paying Contractor all amounts due up to termination.

**EQUIPMENT.** All equipment furnished to Customer or used by Contractor ("Equipment") shall remain Contractor's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not encumber, make alterations to, move or allow others to move the Equipment without Contractor's approval.

Customer shall not overload the Equipment (by weight or volume) and if Contractor is assessed an overweight fine Customer shall reimburse Contractor for the costs of such fine. Customer shall pay an extra yardage and pickup fee for Waste Material not properly contained and any fees for contaminated recyclables. Customer shall maintain the Equipment and surrounding areas in a clean manner to enable Contractor to service the Equipment safely and efficiently. Customer shall secure the Equipment at all times to prevent unauthorized access and accepts sole responsibility for all losses and damage related to the Equipment, normal wear and tear excepted.

**NON-HAZARDOUS WASTE ONLY.** Customer represents and warrants that all materials to be collected by Contractor are nonhazardous solid waste and recyclables ("Waste Materials") and will not contain: (i) any hazardous, biohazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 *et seq.*, and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); or (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment ("Excluded Waste"). Customer shall remove Excluded Waste from the Equipment or other property, but if such materials are not removed by Customer immediately then Contractor may arrange for lawful disposal at the sole cost and expense of Customer. Title to and liability for Excluded Waste shall at all times remain with Customer. Customer shall be responsible for all costs associated with Excluded Waste, including, but not limited to, handling, loading, preparing, exhuming, transporting, storing, and disposing of Excluded Waste and any materials contaminated therewith. Title to Waste Materials (as defined above) including any value received in connection therewith, shall vest with Contractor upon collection. Customer shall at its expense provide any requested chemical characterization of waste to be collected and provide prior notice of any changes in the waste characteristics or generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or recycling.

**INDEMNITY.** Customer shall defend, hold harmless and indemnify Contractor, its officers, directors, members, affiliates, employees, and representatives from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, reasonable investigation and legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law, use of Equipment or breach of this Agreement.

**ACCESS.** Customer shall provide unobstructed access to the Waste Materials on the day of collection. If such access is not provided then Customer will be notified and Contractor may make additional collection attempts, subject to "extra pick-up" or additional charges. Contractor shall be excused from providing service if precluded from doing so due to reasons beyond its control. All enclosures must meet Contractor's enclosure standards. Customer represents and warrants that any right-of-way used by Contractor to access the Equipment is sufficient to bear the weight of the Equipment and Contractor's vehicles. Contractor shall not be responsible for any damage to any curb, driveway or subsurface or enclosure.

**CHARGES & PAYMENT.** Customer agrees to pay all invoice charges within ten days of the invoice date or the minimum period required by law if greater. If payment is not made when due, Customer agrees that Contractor may charge a late charge for which Customer is responsible in any amount up to the maximum amount allowed by applicable law. Contractor may suspend service or remove its Equipment if payment is late or for any other breach by Customer without prejudice to any of Contractor's other rights, and such suspension or removal shall not constitute termination of this Agreement unless Contractor so elects. Customer shall pay any applicable franchise fees, suspension and reinstatement related charges, container exchange and relocation charges, charges for payments rejected due to non-sufficient funds, and any environmental, fuel, compliance and business impact, administrative and other charges included on Customer's invoice whether implemented on or after the Effective Date. Contractor may, in its sole discretion, increase rates and charges to Customer for: (i) any new or change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Contractor's business; (ii) any increase in processing, recycling, treatment, disposal or transportation costs; (iii) any increase in the Consumer Price Index or successor index; (iv) weights of Waste Material being higher than those estimated; or (v) change in Contractor's charges or rate programs. In addition, Contractor may increase or impose additional charges for reasons other than those set forth above upon prior written notice (which notice may be contained in an invoice) and consent by Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties including payment. Customer shall have conclusively agreed to any Change in Terms or any invoiced amounts upon the earlier of: (i) payment of the invoice; or (ii) failure of Customer to deliver a written objection within thirty days after the notice date. If Customer does not consent to such increase, Contractor may terminate this Agreement upon written notice to Customer. Customer acknowledges and agrees that any rate or charge assessed or increased is not represented to be an offset or pass through of Contractor's costs, and that such rates or charges may actually reflect an amount for profit or margin.

**RIGHT TO COMPETE.** Customer grants Contractor the right to compete with any offer Customer receives for waste services upon termination of this Agreement and shall give Contractor written notice of the same and a reasonable opportunity to respond.

**DISPUTES, ARBITRATION, JURY TRIAL & CLASS ACTION WAIVER.** Except for claims by Contractor for collection of its fees or indemnity or claims by Customer against Contractor for damage to real property or improvements thereon, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy arising between them (WHETHER RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction. Customer acknowledges the service Contractor provides to it impacts interstate commerce and agrees that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provides adequate consideration therefor. THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE AND FURTHER WAIVE THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT NO ACTION MAY BE MAINTAINED AS A CLASS ACTION OR PURSUED ON A CONSOLIDATED BASIS IN ARBITRATION OR

OTHERWISE. Any action (including arbitration) by Customer against Contractor whether related to this Agreement or any prior Agreement, must be brought within one year from the date of any alleged wrongful act. Any proceedings shall be conducted in the location where services are rendered by Contractor to the Customer and governed by the laws of that state. Customer shall notify Contractor in writing of any alleged breach by Contractor and allow Contractor at least ten days to cure. If any proceeding is brought by Contractor in connection with this Agreement Contractor shall be entitled to recover its legal fees and costs leading up to and incurred in that action in addition to any other relief to which it may be entitled. Contractor shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate amount paid to Contractor by Customer for the prior twelve month period, regardless of the recovery sought. This paragraph and Customer's representations, warranties and indemnification shall survive termination of the Agreement.

**CHANGE OF TERMS.** Except as otherwise agreed herein or as may be prohibited by applicable law, Contractor and Customer agree that Contractor may change the preprinted terms and conditions of this Agreement in the future.

**MISCELLANEOUS.** CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL ARE EXPRESSLY DISCLAIMED. If there is a conflict in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. If there is a conflict between this Agreement and any other agreement or purchase order between Customer and Contractor, the terms of this Agreement shall govern. Customer consents and agrees that Contractor may monitor and record calls and that any contact information provided by Customer, including, but not limited to, telephone numbers and e-data, may be used by Contractor and its affiliates, and their respective employees, agents and service providers, for any and all communications (including, but not limited to: service issues, marketing and debt collection), which consent may not be unilaterally or orally revoked without the mutual written agreement of both parties. Customer represents that it is the subscriber or user of any contact information provided to Contractor by Customer. This Agreement is binding on the parties and their successors and assigns, provided Customer may not assign this Agreement without the prior written consent of Contractor. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions.

**EQUAL EMPLOYMENT.** Exec. Order 11246, as amended, Sec.402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec.503 of the Rehabilitation Act of 1973, as amended, and Sec.61-250.10 and 61-300 (Vets-100A Reporting), Exec. Order 13496 and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The parties agree to comply with the provisions of 29CFR part 471 and by the requirements of 41CFR60-741.5(a) as applicable.