

RESIDENTIAL SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

1. Definition of Terms. Any term not defined below shall have the meaning set forth in the Residential Service Agreement (“RSA”).

“Agreement” – means the RSA between Leck and Customer which incorporates these Residential Standard Terms and Conditions (“RSTC”).

“Business Day” – means any day except Saturday, Sunday or any other day on which commercial banks located in the Commonwealth of Pennsylvania are authorized or required by law to be closed for business.

“Charges” – means the charges listed on the RSA as they may be adjusted over the Term of this Agreement.

“Customer” – means the customer identified on the RSA.

“Effective Date” – means the date on which Customer executes the RSA.

“Equipment” – means Leck’s equipment used to perform the Services including, without limitation, wheeled trash carts and recycling carts.

“Leck” – means George Leck & Son, Inc. and its successors in interest and permitted assigns.

“Location” – means Customer’s service address listed on the RSA.

“Materials” – means Customer’s waste materials (not including Non-Conforming Waste) and recyclable materials.

“Notice” – means all notices, requests, claims, demands, waivers, and other communications under this Agreement as set forth in Section 27.

“PADEP” – means the Pennsylvania Department of Environmental Protection.

“Party/Parties” – means Leck and Customer, collectively, and either, individually.

“Services” – means the collection and disposal of all of Customer’s Materials.

“Service Specifications” – means those specifications set forth on the RSA.

“Term” – means the period identified in Section 4 of the RSA and includes any renewal period.

2. **Effective Date.** This Agreement is effective and binding on the Effective Date. Due to the complexity in planning collection routes and establishing contractual relationships with various disposal facilities, Customer acknowledges and agrees that the Effective Date may occur prior to the date that Leck begins to provide the Services.

3. **Payment.** If Customer fails to make payment as required under the Agreement, Customer will be in breach of this Agreement and Leck will have the right to discontinue the Services, to retrieve its Equipment, and to commence immediate legal action seeking all amounts due Leck, plus reasonable attorney's fees, all filing fees, interest at the maximum rate permitted under the laws of the Commonwealth of Pennsylvania, and all other fees reasonably associated with any such collection action.

4. **Customer's Credit Card.** Customer's credit card authorization includes, if necessary, the initiation of adjustments for any transactions credited/debited in error. Customer's credit card authorization will remain in effect during the Term.

5. **Damage to Equipment.** Customer shall be solely responsible for the safekeeping of Equipment while in Customer's custody and control, which starts at the time that Equipment is delivered to the Location and remains in effect until such time as Equipment is removed from the Location. Except for reasonable wear and tear, Customer is solely responsible for all damage resulting from incidents involving Equipment while under Customer's custody and control. These incidents include, without limitation, fire, graffiti, theft, vehicle collision, and incidents which occur due to Customer's failure to properly secure Equipment. Customer acknowledges and agrees that in the event of such damage, Customer shall be solely responsible for replacement of Equipment at fair market value.

6. **Customer's Equipment.** In the event that Customer owned equipment will be utilized during the performance of the Services hereunder, the following provisions will apply. Customer's equipment shall remain the property of Customer. Customer shall be solely responsible for the safekeeping of Customer's equipment while in Customer's custody and control. Customer agrees to not overload Customer's equipment and Customer will take all reasonable precautions to prevent others from doing the same. Customer will provide unobstructed access to Customer's equipment. If Customer's equipment is not accessible, or if it is overloaded, Customer will be subject to additional fees. Customer shall be responsible for all damage which occurs while Customer's equipment is in Customer's custody and control.

7. **Indemnification.** If off street access to the Location is required, Customer warrants that the right of way at the Location is sufficient to bear the weight of Leck's collection vehicles. Customer agrees to indemnify and hold Leck and its present and future officers, directors, shareholders, employees, agents, and respective successors and assigns harmless for all damages, including damage to curbs, pavements, driveways, sidewalks, etc., resulting from Leck's collection vehicle during the performance of the Services in agreed upon areas at the Location.

8. **Waste Materials.** In addition to the restrictions on Materials provided in Section 10 of the RSA, Customer agrees that the Materials: (a) shall meet the definition of "Municipal Waste" pursuant to the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act

("Act 101") and the Pennsylvania Solid Waste Management Act ("SWMA"); and (b) shall not include "Residual Waste" or "Hazardous Waste" as those terms are defined under Act 101 and the SWMA. Any Materials that do not conform to the specifications described in Section 10 of the RSA and above in the preceding sentence shall be deemed non-conforming waste ("Non-Conforming Waste"). If Non-Conforming Waste is collected from Customer, all charges associated with the disposal of the Non-Conforming Waste shall be the sole responsibility of Customer, including, but not limited to, any fines imposed by the PADEP, disposal facility monitoring fees, and lost revenue to Leck. If Leck makes a reasonable determination that Customer's Materials contain Non-Conforming Waste, Leck may, in its sole discretion, and at Customer's sole cost and expense, reject and return the Non-Conforming Waste to Customer. Customer agrees that some substances which are not, as of the Effective Date, considered hazardous, of a toxic nature or dangerous, may be determined by the PADEP or any federal, state, or local agency after the Effective Date, to be hazardous, toxic, or dangerous, and at the time of such determination, such substances shall be deemed Non-Conforming Waste.

9. Title to Customer's Materials shall pass to Leck upon its acceptance of the Materials. Leck will never take title to Non-Conforming Waste, and title to such Non-Conforming Waste shall always remain with Customer notwithstanding the fact that physical possession may have passed to Leck.

10. Liquidated Damages. In the event that Customer terminates this Agreement prior to the expiration of the Term, or in the event that Leck terminates this Agreement due to Customer's breach, Customer agrees to pay Leck as liquidated damages a sum calculated as follows: (a) if the remaining Term is nine (9) or more months, Customer shall pay the average of its most recent nine (9) monthly Charges multiplied by nine (9); or (b) if the remaining Term is less than nine (9) months, Customer shall pay the average of its most recent nine (9) monthly Charges multiplied by the number of months remaining in the Term. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement by Customer or in the event that Leck terminates this Agreement due to Customer's breach, actual damages to Leck would be uncertain and difficult to ascertain, and the anticipated loss to Leck in such event is estimated to be in an amount set forth above and such amount is the best, reasonable, and objective estimate of the actual damages to Leck. Such amount does not constitute, nor is it imposed as, a penalty. Any amount payable under this Section 10 shall be in addition to amounts already owing under this Agreement.

11. Attorney Fees. In the event that any legal action is commenced with regard to the subject matter of this Agreement (including nonpayment by Customer), the Parties specifically agree that the prevailing Party in such action shall be entitled to have its reasonable attorneys' fees, filing fees, and other reasonable costs incurred in said action fully reimbursed by the non-prevailing Party.

12. Successors in Interest. This Agreement shall be binding upon the heirs, administrators, executors, and permitted assigns of the Parties.

13. Right of First Refusal. As a material inducement to Leck to enter into this Agreement, upon the termination of this Agreement, Customer grants to Leck a right of first refusal regarding any offer ("Offer") which Customer receives related to waste and recycling collection and disposal

services. Customer agrees to provide to Leck (a) written Notice of any such Offer within three (3) days of receipt of same; and (b) a reasonable opportunity of at least fifteen (15) days to match the Offer in terms of cost, term, and frequency of collection. In the event that Leck does not advise Customer of its decision to match the Offer within fifteen (15) days, Customer shall have no further obligation to Leck. In the event that Leck advises Customer of its election to match the Offer, this Agreement shall renew upon those terms of cost, term, and frequency of collection. This Right of First Refusal is legally binding upon Customer and shall not be affected by Customer's efforts to consolidate collection and disposal services with adjacent property owners. Customer acknowledges that this Right of First Refusal is reasonable and necessary to protect the legitimate interests of Leck and constitutes a material inducement to Leck to enter into this Agreement.

14. Assignment. Leck shall have the unrestricted right to transfer or assign this Agreement or any right or obligation under this Agreement following Notice to Customer of at least fifteen (15) days prior to the date of such assignment.

15. Customer Representation. Customer specifically acknowledges and agrees that Leck has relied upon the representation of Customer that it is not currently subject to an unexpired agreement for similar services.

16. Joint and Several Obligations. All obligations of Customer under this Agreement shall be joint and several.

17. Waste Brokers/Consultants. This Agreement is between Customer and Leck. Customer specifically acknowledges and agrees that Leck will not accept any attempted delegation of authority by Customer to a waste broker/consultant regarding any matter related to this Agreement. Specifically, and without limiting the generality of the foregoing, Leck will not provide any information related to this Agreement to a waste broker/consultant and will not negotiate terms with a waste broker/consultant.

18. Time is of the Essence. The Parties agree that all times for performance of this Agreement are of the essence.

19. Business Day. If any date on which a Party is required to make a payment, or a delivery or perform Services pursuant to the terms hereof is not a Business Day, then such Party shall make such payment or delivery on the next succeeding Business Day.

20. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any dispute hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

21. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, that may exist between Customer and Leck with respect to the Services. Handwritten or other changes to this Agreement will not be recognized as binding unless signed and dated by an authorized Leck representative.

22. **Unenforceable Provisions.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the invalidity or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.
23. **Conflicting Provisions.** In the event of a conflicting provision between the RSA and the RSTC, the RSA shall control and prevail.
24. **Amendment to RSTC.** Leck may amend the RSTC at any time by posting a revised version of same on its website. The revised version will be effective at the time Leck posts it and provides Notice thereof to Customer. If the revised version includes a material change, Leck must provide Customer with written Notice of at least thirty (30) days and such material change will not become effective until the expiration of the thirty (30) day period unless accepted earlier by Customer.
25. **Headings.** Headings are for convenience only and have no legal or contractual effect.
26. **No Waiver.** Failure by Leck to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance.
27. **Notices.** All Notices shall be in writing and addressed to the Parties at the addresses set forth on the Service Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 27). Except as otherwise provided in this Agreement, all Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 27.
28. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement.