

GARBAGE COLLECTION/ PICK UP SERVICES CONTRACT

THIS AGREEMENT is hereby entered into on this date: _____

BETWEEN

1. The Garbage Authority, having its mailing address, P.O Box 1195 East Stroudsburg, PA 18301 hereinafter referred to as (the “Authority”)

AND

2. [Name of Client], whose address(es) are:

[Address of Property 1]

[Address of Property 2]

[Address of Property 3]

[Address of Property 4]

[Address of Property 5]

[Address of Property 6]

[Address of Property 7]

[Address of Property 8]

Hereinafter referred to as (the “Client”).

RECITALS

WHEREAS, the Client desires to engage the services of the Authority for the purpose of garbage collection/pick up services, and the Authority is willing to provide such services, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to enter into this Agreement to formalize the terms of their agreement and to ensure that their respective rights and obligations are clearly defined and understood.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Please indicate the type of service you are signing up for:

Short-term rental property

Standard property

Standard property door to door service

3. TERM:

The Authority will provide the services of garbage collection/pickups for a period of [1] year(s).

4. SCOPE OF SERVICES:

The Authority will provide the services of garbage collection/pickup once a week. This service includes pickup for one waste canister, one recycling canister and one garbage bag placed on the side, or a small item not larger than 2 feet (60 cm) in any dimension. However, if the Client requests extra pickups during a week, the Authority will provide the service at an additional charge of [25] USD per pickup. The additional pickup service is limited to garbage containers only.

5. RECEPTACLES:

Receptacles can be provided to the client upon request.

Client is free to provide their own garbage and recycling receptacles.

Receptacles must not exceed 96 gallons, have rolling wheels, handles and attached lid.

All receptacles are subject to approval for usage with the service. Home made receptacles will not be excepted.

6. CHARGES:

Per month garbage collection/pickup service charges will be [55] USD as standard curbside service. Door to door garbage collection/pickup service charges will be [65] USD per month. Payment of charges will be made on or before the 5th day of each month.

7. SHORT TERM RENTAL CLIENTS:

For clients who are short-term rental operators, defined as those who offer their property for rent for a period of one (1) year at a time or less, the following terms will apply in addition to the above terms:

Term: The Authority will provide the services of garbage collection/pickups for a period of one (1) year.

Scope of services: The Authority will provide the services of garbage collection/pick up once a week. However, if the Client requests for extra pick-ups during a week, the Authority will do it at [25] USD additional charges per pick up but limited to garbage containers.

Charges: Garbage collection/pickup service charges for short-term rental clients will be [65] USD per month. Payment of charges will be made on or before the 5th day of each month. Short-term rental clients who require multiple garbage collection/pickup services per week may be eligible for a discount of [40] % on the total charge for each pickup, subject to the condition that they must also be using another one of

the affiliated services in combination with the garbage collection. The discount will be applied to the total charge for multiple pickups per week and will be reflected in the invoice.

Cancellation: The Client may not cancel this contract before the end of the one-year term.

8. ROLL OVER OF CHARGES:

In case the house is unoccupied for one or more of the weeks of service and does not need garbage collection/pick up service, then all or a portion of the charges/cost will be rolled over to the remaining months of the contract to cover the charges of extra weekly garbage collection/pick-ups and recycling pick-ups during the busier and higher turnover months.

9. DEFAULT IN PAYMENT:

In the event the Client fails or makes a default in making payment of service charges, the Authority is at liberty to initiate legal proceedings against the Client, and the Client will be liable for such defaulted amount, three hundred dollars (300 USD) as compensation to the Authority, and all expenses incurred on such proceedings.

10. TERMINATION:

a) Termination by Either Party:

Either party, the Authority or the Client, may terminate this contract by providing a written notice of termination at least three (3) months in advance.

b) Termination for Short-term Rental Clients:

For short-term rental clients, the contract shall automatically terminate upon the expiration of the one (1) year rental period, without requiring any additional notice.

c) Contract Renewal:

Unless the client provides a written notice of termination at least thirty (30) days before the end of the current term, the contract shall automatically renew for subsequent terms.

11. LIABILITY:

The Authority provides its services to the best of its ability and is not liable for any loss or damage caused to the Client. No legal proceedings of any kind shall lie against the Authority.

12. DISPUTE RESOLUTION:

Any dispute arising out of or relating to this Agreement shall be resolved through mediation administered by the American Arbitration Association in accordance with its Commercial Mediation Procedures. If the dispute cannot be resolved through mediation, the parties agree to submit to the exclusive jurisdiction of the courts located in Pennsylvania.

13. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania.

14. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between them.

15. AMENDMENT:

This Agreement may be amended or modified only by a written instrument executed by both parties.

16. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

17. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SIGNED by the parties:

(THE GARBAGE AUTHORITY - AUTHORITY)

Signature: _____ Date: _____

AND

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CLIENT

Print name: _____

Signature: _____ Date: _____