

Pan-Insula Disposal Waste Residential Collection Services Agreement

Recitals

WHEREAS the Customer (as set out above) and Pan-Insula Disposal Ltd. (the "Contractor") wish to enter into an agreement for the provision of waste collection services as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms and conditions hereinafter set forth, and the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged there parties hereto mutually agree as follows:

Service Terms and Conditions

1. **The Service:** The Contractor will develop waste collection service program (the "Service") to suit the customer's (the "Customer") needs as outlined in Schedule "A". The customer agrees to grant the Contractor the exclusive right to provide the Services for the Customer's needs. The Customer agrees that the description of the materials described in this agreement will be the only materials deposited in the bin or bins that the customer provided. The contractor will remove "acceptable materials" contained within the volume of the equipment defined in Schedule "A".
2. **The Agreement:** This agreement (the "Agreement") is legally binding on the parties and their respective parties, heirs, agents, successors, and assigns in accordance with the terms and condition set out herein.
3. **Service Location and Access:** The Customer assumes all responsibility for damage to driving surfaces, curbing and any paved areas. The Customer will grant unobstructed access to the collection site and service location to the Contractor. Failure to provide access may result in additional fees charged to the Customer. The Contractor shall provide service for the specified monthly frequency, any additional collection requests will be charged to the Customer as set out in Schedule "A".
4. **Collection or Service Frequency:** The Contractor will remove all tied up bags of waste materials collected in the designated collection site based upon the frequency noted in Schedule "A"
5. **Fees, Pricing and Charges:** Additional services or special restrictions or requirements of this agreement may affect the pricing of services. The Contractor may increase monthly service fees, by 15 days written notice to the customer, for any increase in the following: change in provincial or federal law and regulations, or any other cost beyond the control of the Contractor. Prices listed below in "Schedule A" are subjected to a maximum 121 Lt per bin capacity for garbage, along with food organics inclusive. Material in excess and/or not contained within the volume of the container(s) defined in Schedule "A" may be subject to additional charges. Lifts outside of "Collection Frequency" in Schedule A, or known as "Extra Lifts & Volume," will be subject to additional charges.
6. **Compensation:** Compensation shall be provided on a 6-month basis plus GST payable via cheque, Visa, Mastercard, American Express or pre-authorized payment directly from the Customer to the Contractor Invoices are due upon receipt as per the invoice due date, if payment is not received after 30 days an interest charge of 2.5% per month late penalty will be charged to the Customer on any outstanding invoices. Payment not received within 30 days of the invoice due date will result in suspension of service until the outstanding amount is received in full. At the resumption of Services, the Contractor has the right to charge a reasonable fee to remove excess waste materials.
7. **Term:** The term of this agreement begins on the "Service Start Date" as stated above and continues for 2 years. This agreement will automatically renew for the same time period under the same terms and conditions unless cancelled by either the Contractor or Customer by written notice. prior to 10 days before the date of expiration of this Agreement. Pricing for service may vary from year to year.
8. **Default and Termination for Cause:** If the Contractor fails to fulfill the obligations of this agreement of which the Customer has informed the Contractor in writing, the Contractor has 30 days to remedy the issues. If after 30 days the Contractor has still failed to meet the obligations of this agreement, the Customer may choose to terminate the agreement. In the event of default by Customer which results in termination of services by the Contractor, all work performed prior to termination shall be paid by Customer in accordance with the terms in section 7 above.
9. **Curbside Collections:** It is the responsibility of the Customer and their residents to follow and abide by the curbside standards set forth by the Contractor including but not limited to proper placement, proper tagging for extra bags, proper bag usage, and proper disposal. Proper implementation of standards by residents will ensure container collection continuity as containers not meeting collection standards may not be collected.
10. **Waste Materials.** The Customer warrants that the materials to be collected as per this agreement shall only be "Materials" denoted in "Schedule A" and will not contain any banned materials, metal, drywall, tires, wood, yard waste, hazardous waste, toxic or radioactive, flammable, biomedical, infectious, substance or material, as defined by, characterized or listed under applicable federal, provincial or local laws or regulation (collectively, "Excluded Materials"). Materials in bags that are not transparent are considered garbage or Excluded Materials and it is the right of the Contractor to charge a reasonable fee to remove and dispose of the Excluded Materials from the accepted materials as outlined in this agreement. Possession and liability for Excluded Materials shall always remain with the customer.

11. Transferability. The Contractor may assign some or all of its obligations under this agreement to another qualified service provider by providing 30 days' written notice to the Customer.

The Customer acknowledges that the person submitting & filling out this agreement has expressed authority to do so on his/her/its behalf and has read and understood and agreed to these terms and conditions of this agreement.

Schedule A Plus 5 % GST

Service Description	Monthly Fee	Collection Frequency	Bin Volume
Garbage & Food Scraps together	\$9.75	Once per Month .25	121 -Litre Volume
Garbage & Food Scraps together	\$15.00	Every 2 nd Week pickup	121 -Litre Volume
Garbage & Food Scraps together	\$21.68	Once per Week pickup	121 -Litre Volume
Garbage & Food Scraps together	\$21.68	Once every 2 nd pickup	242 -Litre Volume
Garbage & Food Scraps together	\$26.68	Once per Week pickup	242 -Litre Volume
Garbage & Food Scraps together	\$29.18	Once every 2 nd pickup	363 -Litre Volume

ACCEPTED ORGANICS MATERIALS IN TIED UP COMPOSTABLE BAGS BINCLUDE:

- * Plate scrapings, leftovers
- * Vegetable and fruit trimmings
- * Meat, dairy, eggs, bones, bread pasta, rice
- * Compostable plateware, utensils
- * Coffee grounds, tea bags
- * Soiled paper towel, napkins