

SERVICE AGREEMENT - TERMS & CONDITIONS

SERVICES. Customer grants to Priority Waste, LLC, and its affiliates (hereafter "Company"), the exclusive right within Company's service area, to furnish the equipment and services for the collection, transportation, disposal and/or recycling of the Customer's non-hazardous solid waste materials including Recyclable materials (collectively, "Waste Materials"), and Company agrees to provide such services.

TERM. THE INITIAL TERM OF THIS SERVICE AGREEMENT (HEREAFTER "AGREEMENT") SHALL START ON THE EFFECTIVE DATE OF THIS AGREEMENT AND CONTINUE FOR SIXTY MONTHS. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE SIXTY MONTH TERMS (HEREAFTER "RENEWAL TERM(S)"), UNLESS EITHER PARTY GIVES NOTICE OF TERMINATION TO THE OTHER AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE-HUNDRED-EIGHTY (180) DAYS, BEFORE THE END OF THE THEN CURRENT TERM BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. CUSTOMER GRANTS TO COMPANY THE FIRST RIGHT TO MATCH ANY COMPETITOR'S OFFER TO CUSTOMER TO RENDER SERVICES COVERED BY THIS AGREEMENT.

PAYMENT. Customer shall pay Company for the services and equipment rendered by Company as per the rates and terms set forth in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer, including but not limited to, late payment fees, fuel recovery fee, administrative fees, convenience fees, resume-service fees, temporary service interruption fees, and environmental fees, with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by applicable law. Customer agrees to pay any convenience fee charged by Company for credit card payments. Customer shall pay to Company a fee of fifty (\$50) dollars for each check submitted by Customer that is an insufficient funds check or is returned, cancelled, failed and/or dishonored. Customer further agrees that if a merchant processor dispute is initiated, a fifty (\$50) dollar fee will be due to Company, in addition to the subject charge, if Company is successful in said dispute. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested, Customer shall pay a security deposit in an amount equal to three months of charges under as determined by the Company. Customer shall pay a time-price differential on any past due invoices equal to the lesser of 1 1/2% per month or the maximum lawful rate, until paid in full. If Customer cancels an order after the order has been processed, Customer may be assessed a cancellation fee by Company. CUSTOMER AUTHORIZES COMPANY TO COLLECT CHARGES BY ELECTRONIC MEANS, INCLUDING BUT NOT LIMITED TO CREDIT CARD OR ACH PAYMENTS FOR ANY AND ALL CHARGES INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO THE INITIAL CHARGE, ANY WEIGHT OVERAGES AND DEMURRAGE.

ATTORNEYS' FEES. If any litigation is commenced to enforce any part of this Agreement, the Company shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes and pollutants; contaminants; infectious waste; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state and local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company and its contractors from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in Waste Materials. Company reserves the right to refuse to collect, transport and or dispose of any waste material that it deems "Excluded Waste" and or any waste that poses a risk of harm or damage to persons or property, including, but not limited to, bulk and/or construction debris being placed in front-load dumpsters that are designed for municipal solid waste or recycling only.

RATE AND ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase due to: (a) a change in location of Customer or the disposal facility used by Company or its contractor; (b) Disposal costs; (c) Company's costs of operations; (d) The average weight per cubic yard of Customer's Waste Materials. (e) The Consumer's Price Index. (f) Company or its contractor's change in costs due to changes in applicable laws

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which only may be evidenced in writing, electronically, or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides its services. Customer expressly waives their right to utilize any third-party waste management or waste broker to manage any aspect of Customer's waste and or recycling services during the term of this Agreement. Company may substitute similar, yet equivalent services and/or containers at no additional cost to Customer in Company's sole discretion.

RESPONSIBILITY FOR EQUIPMENT; ACCESS; OVERLOADING. Any equipment the Company or its contractors furnish to Customer, shall remain the Company's or Company's contractor's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company or its contractor's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload the equipment (by weight or volume), move, or alter the equipment without the express written consent of Company. Contractor reserves the right to remove (e.g. dump out) materials from its equipment in instances where Contractor determines, in its sole discretion, that its equipment is overloaded, by either weight or volume, or in instances of Customer's nonpayment. Customer is solely and exclusively liable for any and all fees, fines, property damage, clean-up costs and/or other costs associated with such removal of materials. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment at all times. Company may charge an additional fee for any additional collection service resulting from Customer's failure to provide access. Should the Company be charged a dig out fee by a landfill, transfer station or other recipient of waste, due to the contents being frozen or otherwise lodged in a container, Customer shall be responsible for paying company a one-hundred fifty-dollar (\$150) fee. If a container is overloaded, Company reserves the right to charge an additional overloaded container fee. Overloading shall be defined as placing more than a half-ton of waste material in front-load dumpsters that are less than four cubic yards in size, placing more than one ton of waste material in front-load dumpsters that are equal to or more than four cubic yards in size, and/or placing more than twelve tons in any size roll-off dumpsters. It may also be defined as placing too much waste material volume in a dumpster (i.e., overloading above the rim-level of the dumpster). For front-load services, this aforementioned overloaded container fee charged by Company to Customer shall be set forth on the Cover Page of this Agreement, or if it is not set forth there, it shall be one-hundred dollars per event. For roll-off services, the overloaded container fee shall be set forth on the Cover Page of this Agreement, or in instances where it is not stated on the Cover Page, an overloaded container fee of ninety-dollars per ton shall be charged to Customer if the dumpster is transported by Company, or if Company cannot safely transport the dumpster at its sole discretion, then a dry run fee of no less than two-hundred dollars shall be charged by Company to Customer. If Customer overloads a container(s) on three (3) or more occasions in one calendar year, Company shall have the right, at its sole discretion, to adjust services and pricing to accommodate Customer's additional volume. Such an increase is

specifically precluded from the price increase terms of the agreement and do not afford a customer the right to cancel without a fee. Company may at its sole discretion resolve overloading issues by, including but not limited to, adding additional pickup(s) to the Customer's schedule and/or by supplying larger container(s) to Customer, at the per cubic yard rate being charged. In instances where container(s) are exchanged, delivery fee(s) of up to one-hundred dollars per container may be charged to Customer at Company's sole discretion.

DAMAGES. Customer agrees that excluding any damage caused intentionally or due to gross negligence, Company, or the Company's contractor shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces, overhead and/or side objects such as electrical wire, phone lines, overhanging roof lines, walls, corrals, etc., whether such objects are within the Customer's lot line or a neighboring property, resulting from Company or its contractor providing service(s) at Customer's location. Customer agrees to defend, indemnify, save and hold harmless, Company, officers, employees and agents, to the fullest extent permitted by law, of and from all claims, loss, damage, injury, suits of whatever nature, for personal injury and property damage alleged to arise out of, or any conditions, of the work performed under this contract, that are or may be brought by parties not subject to the terms of this agreement, including, but not limited to, neighboring real or personal property owners, who allege to have suffered a loss as a result of performing the duties enunciated herein.

SUSPENSION. If any amount due from Customer is not paid in accordance with the terms of this Agreement, Company may, without notice and without terminating this Agreement, suspend all services, and assess Customer a resume-service and/or temporary service interruption fee in the amount of seventy-five (\$75) dollars. Additionally, prior to Company resuming service, all past due balances owed to Company must be paid in full by Customer, and Company shall have the right to require Customer to pay future invoices via automatic electronic payments.

TERMINATION. In addition to any suspension rights, Company may terminate this Agreement at any time upon seven-days written notice to Customer. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of an uncured, documented breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including, but not limited to, non-payment), Customer shall pay Company an early termination fee. For front-load dumpster and residential service accounts, this early termination fee shall be in the amount equal to Customer's current monthly rate multiplied by twelve. For roll-off accounts, this early termination fee shall be in the amount equal to Customer's current per load rate (i.e., hauling and disposal rates), multiplied by the scheduled pickup frequency or estimated pickup frequency noted on the Cover Page of this Agreement, multiplied by twelve. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement. This early termination fee does not include any removal and/or restocking fees regarding Company's equipment. Such removal and/or restocking fees shall not exceed five thousand (\$5000) dollars per site. In the event of early termination by Customer, an administrative processing fee not to exceed one-thousand (\$1000) dollars shall also be charged by Company at its sole discretion. Should Customer terminate this Agreement prior to the expiration date, Company is authorized to charge the credit/debit card and/or checking account on file via ACH for the agreed upon amount of any current and past due amounts owed, early termination fees, legal costs, administrative processing fees and/or removal/restocking fees. Customer hereby waives the right to dispute said termination charges and/or removal fees with its financial institution. In the event of any such termination, Customer shall reimburse Company for any charges, expenses and/or early termination fees to which Company is committed and/or obligated to, including without limitation any charges or fees imposed on Company by third parties arising from the cancellation or amendment, within thirty days of notice to Customer by Company of such charges, fees and or expenses.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, Riots, terrorist acts, mechanical failures, compliance with Applicable Laws or governmental orders, fires and other acts of God, shall not constitute a breach of this Agreement.

TITLE. Company and or its contractors shall acquire title to Waste Materials when they are loaded into the Company's or Company's contractor's truck. Title to and liability for any Excluded Waste and any Waste Materials removed by Company due to overloaded equipment shall remain with Customer and shall at no time pass to Company or its contractors.

ASSIGNMENT. Company may assign this Agreement at any time. Customer may assign this Agreement to a successor upon the consent of Company, which shall not be unreasonably withheld.

MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that may exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. All calls to and from Company are recorded and monitored for record-keeping, training and quality assurance purposes. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. Company may subcontract services at its sole discretion. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Customer consents to personal jurisdiction and venue in the courts for the County of Macomb, State of Michigan. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.