



Sundance Disposal Solutions LLC Residential Service Agreement

(Updated: 4/10/2024)

When soliciting services through www.sundancedisposal.com it is understood and accepted that the customer is entering into a legally binding agreement, and the customer agrees to accept services and equipment, subject to these terms and conditions.

- 1. Term.** The term of this Service Agreement (this "Agreement") shall be for three (3) months from the Effective Date, and shall be automatically for three (3) months thereafter unless either party shall give written notice of termination at least thirty (30) days prior to the termination of the initial term or the then-current renewal term. Termination requests must be submitted in writing.
- 2. Waste Hauling Services.** Sundance Disposal Solutions LLC will serve as the Customer's exclusive agent for the management of solid waste disposal and/or recycling. SDS shall provide Customer with waste collection, transportation, and disposal services for Customer's waste, refuse, and/or recyclable materials, and Customer grants SDS the exclusive right to provide such services to Customer for weekly residential collection. The customer hereby grants SDS and its subcontractor the right to enter upon its property to perform the services. Customer represents and warrants that, except as disclosed in writing to SDS prior to the execution of this Agreement, it has no existing agreements with other companies or entities for the provision of such services, and hereby agrees to defend and hold SDS harmless from any claims, losses or damages resulting from any actions regarding any undisclosed preexisting contracts.
- 3. Service Fees.** Rate may be adjusted and additional charges assessed from time to time pursuant to section 5 below. Payment is due in full on the receipt of the invoice. The customer shall pay SDS for additional services performed by SDS that is not specifically set forth in this Agreement, in accordance with the terms of this Agreement. If Customer's account has not been paid within thirty (30) days from the invoice date, SDS may, in its sole discretion, assess a monthly finance charge not to exceed the maximum interest rate allowed by law on all past due to accounts and charge administrative fees or other charges. If Customer fails to timely pay its invoice, SDS may, in addition to any other remedies available to SDS, terminate this Agreement or suspend services until Customer's account has been paid in full.
- 4. Change in Service.** In the event Customer requests any additional services or a change in the type or frequency of service, SDS will submit to Customer the service fees to be charged for such services. Upon agreement of the adjusted service fees, such modification shall become a part of this Agreement.

5. **Rate Adjustments.** If customer cancels in the middle of a term, there will be no refunds and they will be charged for the remainder of the term. The customer agrees that SDS may either proportionately adjust the service fees hereunder or add additional surcharges to adjust for any increase to SDS or its subcontractor in disposal, fuel and environmental costs; any increases in transportation costs due to changes in location of the disposal facility; for changes in the Consumer Price Index; increases in the average weight per container of the Customer's Waste Materials (SDS's initial assumption is that Customer's Waste Material does not exceed 50lbs per cart); increased costs due to uncontrollable circumstances, including without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or other governmental charges assessed against or passed through to SDS or its subcontractor (excluding income or real property taxes) and acts of God such as floods, fires, terrorist acts, etc. Payment of such increased service fees or additional surcharges shall not be withheld by the Customer. Increases in the service fees or additional surcharges for reasons other than set forth above require the consent of the Customer which may be demonstrated verbally, in writing or by the actions and practices of the parties, including the Customer's continued use of the services.
6. **Waste Materials.** Customer warrants that the waste materials placed by Customer in SDS or its subcontractor's containers and delivered to SDS or its subcontractor shall not contain any hazardous, volatile, corrosive, highly flammable, explosive, infectious, toxic or radioactive waste or substances as defined by applicable federal, state, local or provincial laws or regulations. SDS or its subcontractor, as applicable, shall acquire the title to waste materials when loaded into hauler's vehicle; provided however, that title to and liability for the waste materials excluded from this Agreement shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless SDS and its subcontractor, and their respective agents and employees, against all claims, damages, suits, penalties, fines and liabilities arising out of breach of the above warranties including, without limitation, liabilities for violation of laws or regulations, or for injury or death to persons or the loss or damages to property or the environment.
7. **Equipment.** Customer acknowledges and agrees that all equipment furnished hereunder by SDS or its subcontractors shall remain the property of SDS or its subcontractor. Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from SDS or its subcontractor's handling of the equipment) and for its contents. SDS reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide reasonable access to SDS or its subcontractor's equipment. If Customer uses their own receptacle for collection, SDS is not responsible for damage.
8. **Driveways and Pavement Damage.** Customer warrants that any right of way provided by Customer for SSR or its subcontractor's Equipment location to the most convenient public way is sufficient to bear the weight of all of SDS or its subcontractor's Equipment and vehicles reasonably required to perform the service herein contracted. SDS or its subcontractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted, and Customer assumes all liabilities for damage to pavement or road surface.
9. **Breach and Damages.** Customer will be in breach of this Agreement if it: (1) fails to pay all service fees as set forth in this Agreement; (2) attempts to terminate this Agreement without prior

written notice as set forth in this Agreement; and/or (3) fails to comply with any of its obligations set forth in this Agreement.

10. **Waiver.** The failure of SDS to exercise any right to terminate this Agreement and/or collect damages against Customer for any breach of this Agreement will not constitute a waiver of any of SDS rights under this Agreement.
11. **Miscellaneous.** (a) This Agreement shall be governed in all respects by the laws of the State of Texas, without giving effect to the conflict of laws rules thereof; (b) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective subsidiaries, successors and permitted assigns. SDS may assign or subcontract its obligations and rights under this Agreement without the consent of Customer. Customer may not assign its obligations or rights under this Agreement without the prior written consent of SDS; (c) Neither party hereto shall be liable for its failure to perform or delay in performance hereunder (other than an obligation to pay money) due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get to container, fires, inclement weather or acts of God and such failure shall not constitute a default under this Agreement; (d) This Agreement represents the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all other agreements, whether written or oral, that may exist between the parties with respect to the subject matter of this Agreement, (e) if any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and all other provisions shall remain in full force and effect; and (f) SDS and Customer agree to treat all non-public information and materials as confidential. (g) SDS reserves the right to refuse service due to unsafe or inaccessible conditions. Such examples include but are not limited to aggressive animals or unsafe road conditions due to weather or construction.
12. **Contact Authorization.** Customer hereby authorizes SDS to contact Customer via current and any future cellular phone number(s), email address(es) or wireless device(s) regarding any delinquent amount, or service-related matters. Customer may owe from time to time to SDS. Customer hereby authorizes SDS and its agents, representatives and attorneys (including collection agencies) to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in SDS's effort to contact Customer for purposes of collecting any portion of Customer's account which is past due.
13. **Payment Authorization –** By your actions - such as providing credit card or bank-draft information to SDS via the online customer portal or over the phone - you authorize SDS to automatically charge your payment moving forward. If you wish to suspend automatic payment, you will notify SDS in writing, or log in to the customer portal and turn off automatic payments.