

PO Box 10
Vermillion, MN 55085



20700 Donnelly Ave
Farmington, MN 55024

Honesty Integrity Family

Phone: (651)458-0043

Web: highlandsanitation.com

Email: info@highlandsanitation.com

3 Year Service Agreement

Customer Name: Thomas Lake Country Homes Type of Business: Townhomes

Address: Around 4504 Mallard Tr. City: Eagan State: MN Zip: 55122

Date of Agreement: 07 / 20 / 22 Service Start Date 07 / 20 / 22 Deliver Date NA

Service Agreement Information

Service	Quantity	Size	Wheels	Locking Lid	Freq.	Day
MSW	37	65	Yes	No	Weekly	W
MSW	23	35	Yes	No	Weekly	W
Carry Out	60	NA	NA	NA	Weekly	W
Recycling	60	65/35	Yes	No	Weekly	W
Recycling	----	----	----	----	----	----
Demo	----	----	----	----	----	----
Scrap Metal	----	----	----	----	----	----

Monthly Rates
Trash
Recycling
Carry Out
Organics
County Tax (%)
State Tax (9.75%)
Total/Month

Instructions: Carry out service constitutes the recycling and trash carts being walked out to the street for dumping and then walked back up to each garage after dumping on the day of collection. No vehicles will be allowed on the private driveways for collection. One free month will be credited upon receipt of a signed agreement. Rate locked through December 31st 2022.

The undersigned individual signing the agreement on behalf of customer acknowledges that he or she has read and understands the terms and conditions on both pages of this agreement and that he or she has the authority to sign the agreement on behalf of the customer.

Company Name: Highland Sanitation & Recycling Company Name: Thomas Lake Countryhomes

By: _____ By: Property Manager

Print: Bryan Klepperich Print: _____

Date: 7/20/22 Date: 7-28-22

Serving our customers with pride since 1950

1811 Century Ave
Newport, MN 55055



20700 Donnelly Ave
Farmington, MN 55024

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Terms and Conditions of Service Agreement

Conditions: This agreement is a legally binding contract and shall extend for a period of 3 years from the effective date of service and shall be automatically renewed for successive three year terms without further action by the parties but may be terminated at the end of the three year period by either of the parties hereto but not less than sixty (60) days prior written notice (Certified Mail). In the event that the Customer should discontinue this Service Agreement other than as provided above, it is agreed and contracted that said Customer shall pay contractor as liquidated damages, a sum equal to six (6) months charge to be determined on the basis of the average of the latest six month's statements during the existence of this service agreement. If Customer has not been serviced for six (6) months, Customer's most recent monthly rate(s) multiplied by six will be the charge for the liquidated damages. Highland Sanitation & Recycling Inc. agrees that if relocation outside the area in which we provide collection service or similar reason, Customer may terminate this agreement upon written notice given to Highland Sanitation & Recycling Inc. at least thirty (30) days prior to the intended termination date, but only upon payment of all amount then due to Highland Sanitation & Recycling Inc.

Equipment: The word "equipment" as used in the Terms and Conditions shall mean all containers used for the storage of waste and/or recycling material including dumpsters, dock dumpsters, carts, stationary compactors, bailing units, and such other on-site devices used. All equipment furnished by Highland Sanitation & Recycling Inc., for use by the Customer which the Customer has not purchased, shall remain the property of Highland Sanitation & Recycling Inc. and the Customer shall have no right, title or interest in equipment. Customer is responsible for cleanliness and safekeeping of the equipment, and shall be liable to Highland Sanitation & Recycling Inc. for loss or damage in excess of reasonable wear and tear.

Material: The word "material" as used in the Terms and Conditions shall mean all items disposed of by Highland Sanitation & Recycling Inc. to include, but not limited to: solid waste, cardboard recycling, paper recycling, aluminum recycling, glass recycling, appliances, etc. Highland Sanitation & Recycling Inc. does not haul hazardous waste, for example, chemicals, liquid paint, asbestos materials, etc.

Customer Liabilities: On collection day, Highland Sanitation & Recycling Inc.'s vehicles shall have accessibility to the equipment and material. If circumstances prohibit collection (i.e. snow, vehicles blocking, locked doors or gates), customer will be notified of the prohibited collection. Any additional attempts for collection will be classified as a "special pickup" and will be charged accordingly. Customer guarantees that the material collected and disposed of by Highland Sanitation & Recycling Inc. will not contain any hazardous or toxic materials that require special handlings defined by local, state or federal laws or regulations. Highland Sanitation & Recycling Inc. acquires all rights to the material once such material is loaded in Highland Sanitation & Recycling Inc.'s trucks. Title to and liability for any material excluded in above shall remain with the Customer and Customer expressly agrees to defend, indemnify and hold harmless Highland Sanitation & Recycling Inc. from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such material excluded above. Customer warrants that any right of way provided by the Customer from the Customer's equipment location to most convenient public way is sufficient to bear the weight of all the Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Highland Sanitation & Recycling Inc. shall not be responsible for damage to any private pavement/concrete or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted. Customer agrees to defend, hold harmless and indemnify Highland Sanitation & Recycling Inc. against all claims, lawsuits, and other liabilities for injury to persons or damage to property of the environment connected with the use of the equipment by the Customer. Customer shall pay Highland Sanitation & Recycling Inc. on a monthly basis for the collection and disposal service provided by Highland Sanitation & Recycling Inc. (including all charges for equipment maintenance) in accordance with charge schedule shown on this agreement. Payment shall be made by the Customer with twenty-five (25) days following date of statement from Highland Sanitation & Recycling Inc. In the event that any payment is not made when due, Highland Sanitation & Recycling Inc. at its option may terminate the agreement on notice to the Customer and recover all equipment on the premises of the Customer. Highland Sanitation & Recycling Inc. will impose and Customer agrees to pay late fees for all past due payments (annual percentage rate of 18% per annum, monthly rate of 1.5% with minimum of \$3.00). If payment on account is not made in full, Highland Sanitation & Recycling Inc. reserves the right to refer the account to collections, with an added collection fee, in which Customer will be responsible for 100% of unpaid balance and attorney fees. In the event of a breach of this agreement by either party, the breaching party agrees to pay all attorney fees, collection fees and costs acquired by the other party to enforce this agreement.

Disposal Cost Increases: Since disposal charges are based on weight and are a significant part of the cost of the service provided by Highland Sanitation & Recycling Inc. Highland Sanitation & Recycling Inc. may increase the price of the collection services provided to the Customer in an amount equal to any increase in disposal charges, landfill taxes, or surcharges or in regard to any above average weight containers (as defined). Highland Sanitation & Recycling Inc. may take a cost of living increase annually of no more than 10% increase in the pre-tax rate(s).

Changes: Changes in the charge schedule, frequency of collection and/or number, size or type of equipment may be agreed to orally or in writing by both parties. The charge and service schedule may be adjusted from time to time to reflect increases or decreases in service and/or rates. Consent to oral changes shall be evidenced by the actions and practices of the parties.

Assignment and Benefit: This agreement shall be binding on both parties and their successors.

Miscellaneous: If any conflict or differences exist in this agreement between purchases or services listed on face of contract and contract terms and conditions, the purchase of services portion shall take precedence, except in the case of disposal cost increases. Any changes in local, state or federal taxes, will change your monthly rate.