

CONTRACT FOR THE REMOVAL OF NON-HAZARDOUS TRADE WASTE
(Loose Waste/Flat Fee Contracts Only)

MESSAGE TO THE CUSTOMER FROM THE NEW YORK CITY BUSINESS INTEGRITY COMMISSION (THE "COMMISSION"):

THE COMMISSION REGULATES THE PRIVATE CARTING INDUSTRY IN NEW YORK CITY, INCLUDING CONTRACTS THAT CARTING COMPANIES OFFER TO THEIR CUSTOMERS. PLEASE NOTE THAT YOU ARE NOT REQUIRED TO SIGN A WRITTEN CONTRACT, AND YOU MAY NEGOTIATE WRITTEN TERMS OF YOUR OWN. YOU HAVE THE RIGHT TO CHOOSE FROM AMONG MANY CARTING COMPANIES, AND IT IS UNLAWFUL FOR A CARTING COMPANY TO PRESSURE OR FORCE YOU TO ENTER INTO A CONTRACT.

YOU HAVE MANY IMPORTANT RIGHTS UNDER THE LAW, AND NOT ALL OF THEM ARE SET FORTH IN THIS CONTRACT. IF YOU HAVE ANY QUESTIONS EITHER ABOUT YOUR RIGHTS OR ABOUT A PARTICULAR CARTING COMPANY, OR IF YOU WISH TO MAKE A COMPLAINT, YOU SHOULD CONTACT THE COMMISSION AT (212) 437-0600. IT IS OUR JOB TO ENFORCE THE LAW, AND WE WILL BE HAPPY TO ASSIST YOU.

THE COMMISSION SUGGESTS THAT YOU SEEK COMPETITIVE BIDS FROM AT LEAST 4 DIFFERENT CARTING COMPANIES BEFORE SIGNING A CONTRACT LIKE THIS ONE. YOU MAY CONTACT THE COMMISSION OR REFER TO THE COMMISSION'S WEBSITE AT <http://www.nyc.gov/html/bic/html/home/home.shtml> FOR A LIST OF CARTING COMPANIES.

[NAME OF CARTING COMPANY]
(referred to in this contract as the "Carting Company")
[Street No. and Street Name]
[City, State, Zip Code]
[Telephone Number]
[Fax Number]
LICENSE # [BIC Number]

Customer Name ("the Customer")

Service Location (Business Name)

Street No. & Name (Billing Address)

Street No. & Name (Service Address)

City Zip

City Zip

Telephone Fax

Telephone Fax

Customer Representative

Customer Representative's Title

I. CONTRACT LENGTH: This contract will begin on _____, 20____, and will continue for a period of _____ months. NOTE: By law, the length of this contract may not exceed 24 months. The Customer may negotiate a period shorter than 24 months. (Customer Initial Here.)

II. TERMS OF SERVICE: The Carting Company will pick up the Customer's waste at the Service Location on the following days and at the following times (note pick up times in spaces below):

Non-Recyclables: M_____T_____W_____TH_____F_____SA_____S_____

Recyclables: M_____T_____W_____TH_____F_____SA_____S_____

Equipment Provided By Carting Company: _____ (Dumpsters provided by the Carting Company must be provided free of charge and will be fully emptied upon pick up.)

REMARKS _____

III. FEE FOR SERVICE: The Customer agrees to pay the Carting Company a flat fee. The total flat fee stated below has been calculated by multiplying the waste volume or waste weight (in cubic yards or pounds of waste per month) generated by the Customer period by a negotiated rate (in dollars per cubic yard or per 100 pounds of waste) as follows:

RATE IN DOLLARS PER CUBIC YARD OR RATE IN DOLLARS PER 100 POUNDS: The negotiated rate on which the total flat fee is based is \$ _____ per cubic yard or _____ per 100 pounds of loose waste. NOTE: Under New York City law, the rate cannot exceed \$18.27 per loose cubic yard or \$11.98 per 100 pounds. THE CUSTOMER IS ENTITLED TO NEGOTIATE A RATE LOWER THAN THE MAXIMUM RATE. THE CUSTOMER MAY ALSO NEGOTIATE A DIFFERENT RATE FOR RECYCLABLES THAN FOR NON-RECYCLABLES.

TOTAL FLAT FEE: The total flat fee FOR THE ENTIRE LENGTH OF THIS CONTRACT is \$ _____ per month (calculated by multiplying the volume or weight by the rate) not including sales tax. The Carting Company will bill the Customer on a _____ monthly or _____ weekly basis (select one).

SEE ADDITIONAL TERMS ON REVERSE SIDE OF THIS CONTRACT.

REVERSE SIDE OF CONTRACT

IV. EFFECT OF VOLUME OR WEIGHT CHANGES: Once every six months after this contract begins, the Customer or the Carting Company may notify the other party in writing that it wants A SURVEY of the Customer's waste. Within two weeks of the notification, the Carting Company will advise the Customer of when the survey is to be conducted and provide the Customer with an opportunity to participate in the survey. The Carting Company will conduct the survey free of charge and give the Customer a copy of the written survey results.

If the survey reflects a change of 10% or more in the volume or weight of waste generated, then (Customer initial one selection below):

- _____ (1) the flat fee shall be recalculated using the new volume or weight; or
_____ (2) this contract shall become terminable by either party on 30 days' notice; or
_____ (3) both 1 and 2.

In addition, if at any time the Customer experiences a substantial volume or weight change as a result of a significant change in its business, then the Customer and the Carting Company may agree to renegotiate the flat fee.

V. THE CARTING COMPANY'S ADDITIONAL RESPONSIBILITIES

A. The Carting Company will collect the Customer's waste (including all source-separated recyclable materials) on the days and times stated in this contract, unless the Carting Company notifies the Customer 30 days in advance that it will miss a scheduled pick up because it is a union or other holiday. After removing the Customer's waste, the Carting Company will return any container or receptacle that contained the waste to a place inside or in the rear of the premises of the Service Location. If this is not possible, the Carting Company will place the container or receptacle against the building line. The Carting Company will keep the sidewalk, flagging, curbstone, and roadway abutting the waste collection area free from obstruction, garbage, litter, debris and other offensive material resulting from its activities. The Carting Company will indemnify the Customer for the cost of any summons issued to the Customer as a result of the Carting Company's breach of any of its duties under this paragraph.

B. All containers and receptacles provided by the Carting Company will be leak-proof, have tight-fitting covers (unless the customer specifically does not require), and meet all other applicable legal requirements. The Carting Company will maintain any container or receptacle in that condition and will clean the containers or receptacles inside and outside frequently so that they present a good appearance and remain free of excessive dirt and odors. The Carting Company will maintain all equipment provided in good working order. The Carting Company will retrieve any equipment provided within 7 days of the contract's termination. The Carting Company will indemnify the Customer for the cost of any summons issued to the Customer as a result of the Carting Company's breach of any of its duties under this paragraph.

VI. THE CUSTOMER'S ADDITIONAL RESPONSIBILITIES

A. The Customer will post a City of New York decal conspicuously on the front of its premises. The Carting Company will supply free of charge to the Customer a decal that complies with all legal requirements.

B. The Customer will source separate its recyclable waste from its other waste as required by New York City Department of Sanitation rules. NOTE: The Customer should familiarize itself with its recycling obligations and may call the Department of Sanitation at (212) 219-8090 with questions concerning recycling and waste prevention opportunities in the workplace. The Customer may also decide to recycle and source separate more than is required by law. THE COMMISSION RECOMMENDS THAT THE CUSTOMER ASK THE CARTING COMPANY HOW THE CUSTOMER MAY REDUCE ITS COSTS UNDER THIS CONTRACT BY EITHER REQUIRED OR OPTIONAL RECYCLING.

C. The Customer will not leave for collection by the Carting Company any waste that contains radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, or toxic material, or any other material considered hazardous under federal, state, or local law, and will indemnify the Carting Company and hold it harmless from all resulting losses, damages, penalties, and liabilities of any kind if it does leave such waste for collection by the Carting Company.

Both the Customer and the Carting Company will pay any monies owed to the other within 30 days after receiving notification of the amount due. Any amounts not paid by such time will be subject to a late fee of 1% per month on the outstanding balances.

VII. CIRCUMSTANCES WHERE THIS CONTRACT WILL BE VOIDABLE

This contract will be voidable (1) if any blank on this contract is not properly completed or any portion of this contract is crossed out; (2) if the contract is not signed by a person with authority to bind the party on behalf of whom the person has signed; or (3) if it does not meet the requirements of federal, state, or local law. If one party violates any law in performing under the contract, including the New York City Business Integrity Commission's Rules and Regulations, the other party may terminate the contract by written notice.

This contract shall be governed by the laws of the State of New York. If the parties initial here _____ any dispute between the parties concerning this contract shall be resolved by binding arbitration conducted within the City of New York. The Commission's interpretation of its rules and regulations shall be binding in such arbitration.

THIS CONTRACT WILL BECOME BINDING AND EFFECTIVE ONLY AFTER IT IS DATED AND SIGNED BY THE CARTING COMPANY AND THE CUSTOMER OR THE CUSTOMER'S AUTHORIZED REPRESENTATIVE. ANY CHANGE OF ANY TERM OR CONDITION OF THIS CONTRACT MUST BE MADE IN WRITING, DATED AND SIGNED BY THE CARTING COMPANY AND THE CUSTOMER OR THE CUSTOMER'S AUTHORIZED REPRESENTATIVE BEFORE THE TERM OR CONDITION CAN BECOME EFFECTIVE.

CUSTOMER
By: _____
(signature)

Print Name: _____

Title: _____

Agreed to this ___ day of ___, 20__

CARTING COMPANY
By: _____
(signature)

Print Name: _____

Title: _____

Agreed to this ___ day of ___, 20__