

SERVICE AGREEMENT

By signing and paying for service I acknowledge that I am the legal party responsible for the commercial entity (the "Customer") included in this agreement, and I understand the service agreement and policies below as they pertain to the use of Organicycle's service, by the Customer and any employee, stakeholder or participant; and I accept and agree to the following sections in regards to Organicycle's service:

- Section 1 I am the person, or legal representative of the Customer, indicated on this agreement. I understand that I am subscribing to service for the service address indicated on the sign-up form. I understand that, on occasion, weather and/or road conditions, and/or other mitigating circumstances may prevent Organicycle from providing service to the Customer, street or location. (See winter policy below) I understand that collection will occur in accordance with an agreed upon schedule between Organicycle and the Customer, and that service may not be provided on national holidays, but will be conducted either prior to or following business day. I understand that acceptable materials include common yard waste, food, manufactured compostable products and paper; and that unacceptable materials include plastic, metal, glass, ceramic, rubber, and any other non-organic, manufactured or non-compostable materials, whereas the material is unable to breakdown, free of chemicals, within 90 days. I understand that waste, of any kind, will only be collected by Organicycle if included in the provided cart or receptacle. I understand that Organicycle can deny collection of waste material, for any reason, if Organicycle deems the material unfit for collection, contains non-compostable material, or is not properly enclosed in a compostable bag, and that notification of refusal to pick-up may not be required by Organicycle for this purpose, and that Organicycle is not responsible in any way for the disposal of material unfit for collection. I understand that an added fee for placing non organic material in the cart may be charge. I understand that if the address submitted is done so in error that I, or another representative from the Customer, is responsible for notifying Organicycle. I understand that Organicycle is in no way responsible for the cleanliness of the provided cart, the area surrounding the cart, the roadway, or the area underneath or surrounding approved compostable bags placed for collection, or any other material intended for pick-up. I understand that any Organicycle cart provided upon subscribing to service is the property of Organicycle, and that service payments by the Customer do not apply toward the purchase of the cart. I understand that collection/pick-up locations for the Customer may be moved to accommodate access, and that the condition and location of the service collection locations are solely the responsibility of the Customer. I understand that material must be placed to the pick-up/collection location by 7:00 A.M. of the pick-up day, unless otherwise agreed upon between the Customer and Organicycle. I understand that Organicycle will occasionally contact me regarding important route alerts, updates and promotions. I understand that Organicycle does not represent the City of Grand Rapids, any business, organization or individual, or any other entity, and that information provided by Organicycle does not reflect the views or positions of anyone or anything, and that Organicycle is a private business, operating individually and free from other services or products.
- Section 2 Service Agreement (a) This Agreement is made as of the date set forth as indicated on page one (1) of this document by and between Organicycle (or the "Company") and the entity indicated on page one (1) (the "Customer") (b) The Customer agrees to use no other organic waste disposal service company during the Term of this Agreement and/or during any renewal of future Agreements without the consent of the Company. Organic Waste Services (a) Organicycle shall collect, transport and dispose of all organic waste generated by the Customer during the Term of this Agreement. "Organic waste" is described as any material that comes from plants or animals that is biodegradable including all paper and food based materials. (b) Customer agrees to exclude all non-organic materials including but not limited to metals, plastics, styrofoam, ceramics, glass, stones, rubber as described by the Company. (c) The Customer agrees to collect, package and seal all waste properly and safely into the containers provided by Organicycle unless agreed upon ahead of address; and that Organicycle, Organicycle staff, local law enforcement, and/or local, state or federal officials may impede upon Organicycle's ability to provide service, using judgment pertaining to above stated conditions, or any other cause for service restriction, at any time; and, at times, Organicycle reserves the right to suspend service to a customer address, as a result of weather or roadway conditions, and for late or nonpayment. (d) The Customer agrees to not exceed weight limit of

150 lbs per cart. (e) Organicycle may at its discretion refuse to pick up to any/or all containers, based on impurities, weight or other reasonable factors.

- Terms and Pricing (a) The "Term of this Agreement" shall be twelve (12) months, six (6) months, three (3) months, as indicated, or otherwise agreed upon between Organicycle and the Customer, from the date of execution of this Agreement. After the completion of this Agreement, Organicycle shall automatically renew the customer without consent, for additional terms equal to the original selection of terms of twelve (12) months, six (6) months, three (3) months, or otherwise agreed upon payment terms between Organicycle and the Customer. This renewal will continue on each and every anniversary date, semi-annual date, quarterly date or agreed upon date, of the original selection indicated by the Customer on page one (1), or in writing. (b) Either party has the right to notify the other party in writing within thirty-(30) days prior to renewal date to terminate this Service Agreement. (c) All pricing under contract between Organicycle and the Customer will be fixed for the duration of this Agreement. (d) The Company will have the right to propose and/or negotiate with the Customer, new or additional pricing from the original agreement.
- Termination (a) This Service Agreement can be terminated in its duration by the Customer following the twelve (12) months, six (6) months, three (3) months, or otherwise agreed upon terms between Organicycle and the Customer from the date of execution of this Agreement with a written notice given not less than thirty (30) days prior to renewal date, without penalty monetarily or legally, as long as a reasonable explanation for cancellation is indicated and Organicycle offers **NO refunds** to customer for early cancellation. (b) Customer agrees to pay a penalty of ninety-nine dollars (\$99.00) to the Company in the event that Organicycle turns the Customer's account(s) over to a collection agency. (c) Subject to applicable laws, the Customer agrees to pay all costs of collection, including, without limitation, the penalty assessed (d) above, and the reasonable cost of attorneys' fees. (e) Organicycle may terminate this agreement at anytime.
- Billing (a) The Customer agrees to pay in full to the Company the amount indicated in this Agreement for twelve (12) months, six (6) months, or three (3) months, as indicated in this Agreement, or otherwise agreed upon between Organicycle. (b) All bills and balances are to be paid prior service, or within fifteen (15) days of receiving an invoice or written notification within the service period, whichever is lesser. Late Charges Any amount remaining unpaid after the due date are subject to a late charge of five dollars (\$5.00) or ten percent (10%) of the outstanding balance, whichever is greater. Deposit A deposit for container(s) may be assessed in some cases for the use of containers and/or products provided by Organicycle.
- Liability for Equipment Customer shall have full accounting for containers and other equipment owned by Organicycle that is placed at Customer's premises or placed for use by the Customer. Customer accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Organicycle. Any damages to such property and equipment, other than normal wear and tear, will be charged to the Customer and payable to the Company. Container(s) and/or other equipment used for the collection of organic waste must be returned back to Organicycle in the near condition as it was prior to start of service.
- Compliance with Laws (a) Organicycle agrees to carry General Liability, Automobile Liability and Workmen's Compensation Insurance as required by applicable state law and will comply with all federal and state laws, rules and regulations relating to managing Medical Waste. All permits, licenses, and other regulations have been met and obtained by Organicycle. (b) Organicycle will keep on hand records of waste collected and retain adequate route information and other documentation. Both parties may agree upon Amendment to Agreement Changed in equipment and/or services mutually through verbal or written communications, without affecting the validity of this Agreement.
- Winter Policy Organicycle reserves the right, in accordance with maintaining appropriate liability of equipment and ensuring the safety of customers, staff, drivers, personal property, residents, commuters, general public or any object or person, to decline service on roads, highways, streets, allies or any roadways without notification to customers. Customers understand that occasions will arise when service will not be conducted due to weather (both common and severe), roadway damage, lack of visibility, inability to see road surface, or any other obstacle or hazard within general proximity to a customer location.