



WASTENOT COMPOST: COMMERCIAL TERMS & CONDITIONS

1. SERVICES AND FEES.

1.1 Standard Service. Standard Service consists of emptying the designated WasteNot container(s) from an established outside location (as specified below) on a weekly or other basis as outlined in Section 1.4. Client must ensure Containers are located in the designated collection location by 6:00 a.m. on the specified collection day, and ensure that the containers are not blocked to prevent collection (if containers are not at the designated location or are inaccessible, no collection will be made and any rescheduled collection may be subject to an extra collection charge). Client shall keep the area around the containers tidy and free of trash and other debris and bear the responsibility of blocking or anchoring the containers to withstand wind, vandals, and other conditions (but in a way that does not interfere with WasteNot's emptying of the containers).

1.2 Premium Inside Service. Premium Inside Service consists of (a) entering the business premises, (b) transporting the containers from the designated location within the business premises (as specified below) to WasteNot's truck, (c) emptying the containers, and (d) returning the containers to the designated location within the inside of the business premises. The Client must ensure that the containers are at the designated location within the business premises and that the entrance to the business premises is not blocked to prevent collection (if the containers are not at the designated location or the access is blocked, no collection will be made and any rescheduled collection may be subject to an extra collection charge). Unless Client agrees to be on-site during the collection times/days, Client will be required to provide WasteNot access to the business premises. If premium inside service is required, a \$25/per service fee will apply.

1.3 Set-Up Fees. The Client will pay WasteNot the one-time set-up fee of **\$50 per cart.**



WASTENOT COMPOST: COMMERCIAL TERMS & CONDITIONS

1.4 Monthly Service and Fees. The Client will pay WasteNot the monthly fee outlined in the proposal and service contract.

1.5 WasteNot Responsibilities. WasteNot shall:

(a) Provide, in compliance with all legal requirements, all labor, equipment, and transportation necessary to facilitate collections;

(b) Provide training and educational materials about composting for Client's employees; and

(c) Maintain composting containers and replace damaged containers as necessary; However, WasteNot shall not be responsible for any damage that may occur to the pavement or other driving surfaces while providing Service.

(d) Our commercial support team is available daily, M-F, to assist you with any requests or concerns. For assistance, please email us at:

partners@wastenotcompost.com. Our team should get to most requests within 24 hours of receipt (provided the request was submitted through the proper channels). Any requests received outside of our regular hours of operation will be responded to at our earliest convenience during regular hours of operation. Any request/concern emailed to: partners@wastenotcompost.com after hours or on weekends will be responded to in the order received during support hours.

1.6 Client Responsibilities. Client shall:

(a) Fill containers with compostables only as described in WasteNot signage and avoid contaminating materials (if the level of contaminants is higher than 10%, WasteNot may charge the Client a fee to dispose of the contaminating materials, and Highly contaminated containers will not be emptied until Client removes the contaminating materials);

(b) Ensure that no hazardous materials, including batteries, electronics scrap, or hazardous chemicals (or containers that have held hazardous materials), are put into any containers.



WASTENOT COMPOST: COMMERCIAL TERMS & CONDITIONS

- (c) Update WasteNot of any changes to the designated contact person(s).
- (d) Ensure containers can close following the City's ordinance. An additional container fee will apply per each overfilled cart and will be estimated at WasteNot's discretion if contents are placed outside the designated containers.
- (e) Commercial locks are provided upon the Client's request for \$30 per cart upon initiation of service. WasteNot provides the Client with the code to these locks, and the lock combination cannot be changed. The Client will send a notification if this lock is misplaced or damaged. If the lock is determined as missing or damaged, a \$30 replacement fee will be applied, and the replacement will be delivered at WasteNot's earliest convenience.
- (f) Clients are responsible for ensuring that current company employees only utilize any employee discount from WasteNot. If the coupon is abused by anyone not currently employed by the Client, the discount will be discontinued.
- (g) Clients will contact WasteNot at: partners@wastenotcompost.com when in need of assistance. Clients will not solicit personal contact information or attempt to contact any WasteNot Operators/Drivers directly.

2. ADDITIONAL INSURANCE.

Should a client or a client's service location require additional insurance coverage, the increased cost of that coverage may be passed on to the Client either monthly or on an annual, lump-sum basis.

3. PRESENTATIONS.

The Client is offered one (1) complimentary virtual staff training/presentation at the time of onboarding. If the Client selects this to be held during a "lunch n' learn session," WasteNot does not provide lunch or any other aspects of these sessions besides the presenter, training, or educational information/materials. Any other requested lunch n' learns, presentations, or staff training will be available for a \$425 fee per hour.



WASTENOT COMPOST: COMMERCIAL TERMS & CONDITIONS

4. SERVICE SKIPS.

To skip a scheduled service date, the Client must request a skip with three business days or more notice via email to: partners@wastenotcompost.com. Our team will respond to the Client's request directly with acknowledgment of the skip during business hours M-F. A service fee for that scheduled service visit will still apply.

5. HOLIDAY SERVICE.

WasteNot reserves the right to reschedule collection(s) that fall on or near holiday dates. The Client's account will receive advanced notice of such a holiday schedule to the email on file for your WasteNot account by Commercial Support. If the rescheduled date does not work for the Client and they request a different date, an off-route service fee may apply.

6. SERVICE ADJUSTMENTS.

Clients must provide a 30-day written notice of a request to downgrade or upgrade service plans by emailing support at: partners@wastenotcompost.com. Any downgrading or upgrading changes will occur at WasteNot's earliest convenience.

7. SERVICE DAY SELECTION.

Scheduled service dates are selected by WasteNot and are based on geographic service areas. WasteNot will try to honor requests made by the Client regarding select days but cannot guarantee it. Selected service days are subject to change as WasteNot evaluates routes throughout the year. WasteNot reorganizes routes to increase both efficiencies to provide Service to more members and increase the quality of Service to existing members. With the constant addition of new commercial clients, WasteNot team members, and our expanding service geography, WasteNot must periodically reorganize our routes. WasteNot reserves the right to do this at any time. However, we will always ensure that all clients receive adequate notice of these changes. To make our Service as easy and straightforward as possible, WasteNot will also attempt to keep these changes to a



WASTENOT COMPOST: COMMERCIAL TERMS & CONDITIONS

regular, infrequent schedule. Every six months, the WasteNot Team re-evaluates routes which may result in a new service day or new service schedule.

8. LOSS OR DAMAGE TO OR RELOCATION OF CONTAINERS.

Client shall be responsible for the containers and their contents and shall reimburse WasteNot for repairing or replacing any lost or damaged containers (except for any damage caused by WasteNot employees). Damage shall not include any ordinary wear and tear. Client shall not move or relocate the containers without WasteNot's prior approval.

9. TERMINATION.

Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice. Upon Client termination of this Agreement, for any reason whatsoever, all Obligations shall become immediately due and payable. In case of a material breach of this Agreement that is not cured within fifteen (15) days following written notice of such breach, the non-breaching Party may terminate this Agreement. Upon termination of this

In the Agreement, (a) Client shall immediately pay all amounts owing to WasteNot, and (b) WasteNot shall remove the containers within sixty (60) days of termination. If this Agreement is terminated in the middle of a month, full payment for that month shall be due and payable.

10. DELINQUENT ACCOUNTS.

All delinquent accounts will be charged interest at 1.5% per month (18% per annum). If any balance is not paid as agreed herein, the Client agrees to pay a collection fee not exceeding 40% of the unpaid balance. If legal action is taken to collect the outstanding balance, the Client further agrees to pay court costs and reasonable attorney fees in addition to the collection fee. The undersigned further authorizes WasteNot or an authorized agent of WasteNot to attempt to contact Client in any manner, including calls to mobile, cellular, or similar devices, for any lawful



WASTENOT COMPOST: COMMERCIAL TERMS & CONDITIONS

purpose. The undersigned agrees to any fee(s) or charge(s) incurred for incoming or outgoing calls to our agent or us, to or from any such number, without reimbursement.

11. AUTHORIZATION TO PROMOTE CLIENT'S PARTICIPATION.

Client authorizes WasteNot to promote its participation in composting by using Client's name in publications designed to encourage the community to support entities composting with WasteNot. Examples of publications in which the Client's name may appear include WasteNot's website, social media accounts, newsletter, brochures, press releases, and advertisements in local print media.

12. FORCE MAJEURE CASES.

WasteNot shall not be liable to Client for any delay in performing or for any failure to perform any of its obligations hereunder due to acts of god or the public enemy, natural disasters, acts of terrorism, riots, wars, explosions, strikes, and labor disputes, interruption of supply, inability to obtain fuel, power, materials, equipment or supplies or delivery, freight or transportation services, any change in law, order, rule or regulation or any other cause beyond the reasonable control of WasteNot (each a "Force Majeure Event"). If any Force Majeure Event occurs, WasteNot shall promptly notify the Client of the force majeure event and WasteNot's best estimate of the delay.

13. NO PARTNERSHIP.

It is expressly understood that the Parties are not engaged in a joint venture, partnership, or any other form of a business relationship and that except as expressly outlined in this Agreement, neither Party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations, or undertaking of any kind or nature of the other, or the other's employees or contractors, in the performance of this Agreement.

14. INDEMNIFICATION.



WASTENOT COMPOST: COMMERCIAL TERMS & CONDITIONS

Client agrees to defend, indemnify and hold harmless WasteNot and its officers, directors, managers, members, employees, and agents from and against all claims, losses, damages, actions, expenses, and liability resulting from or related to Client's breach of this Agreement, or any claim relating to the Services except to the extent caused by the willful misconduct or gross negligence of WasteNot.

15. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement supersedes all prior agreements between the parties concerning its subject matter. It constitutes a complete and exclusive statement of the terms of the Agreement between the Parties concerning its subject matter. This Agreement may not be amended except by a written agreement executed by the Party to be charged with the amendment.

16. ASSIGNMENTS, SUCCESSORS, AND NO THIRD-PARTY RIGHTS.

Neither Party may assign any of its rights under this Agreement without the other Party's prior consent. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

17. GOVERNING LAW.

This Agreement will be governed by the laws of the State of Illinois without regard to conflicts of laws principles. The parties now irrevocably consent to the exclusive jurisdiction and venue of the courts of the county of Cook, the state of Illinois, and the United States located in the Northern District of Illinois for any litigation relating to this Agreement and waive any objection that they at any time may have to the laying of venue in any such court and/or to any claim that any such litigation has been brought in an inconvenient forum.



WASTENOT COMPOST: COMMERCIAL TERMS & CONDITIONS

18. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, all of which shall constitute the same instrument. Any such counterpart, to the extent delivered utilizing a facsimile machine or by .pdf, .tif, .gif, .jpeg, or similar attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

19. TERMS & CONDITIONS UPDATES.

WasteNot will periodically update this document with updates posted on the Client's member login page. WasteNot encourages all Clients to stay current with our Terms and Conditions.

20. NOTICES.

Any notice required or permitted hereunder shall be in writing and sent via U.S. mail or reputable overnight delivery service to the addresses set forth above or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance with this Section 13. similar devices for any lawful purpose. The undersigned also agrees to any fee(s) or charge(s) that may be incurred for incoming calls from our agent or us and outgoing calls to our agent or us, to or from any such number, without reimbursement.