

CONTRACT TYPE: perm

ACCOUNT#:

EFFECTIVE DATE DATE 7/12023-6/30/2024

GFL REP: Doug Winter

REASON CODE : New



BILLING INFORMATION	
NAME	MID AMERICA TECHNOLOGY CENTER
ADDRESS	PO BOX H
CITY WAYNE STATE:	OK ZIP: 73095-0210
CONTACT:	TERRY HAYES
PHONE:	800-232-5580
EMAIL:	

SERVICE INFORMATION	
NAME	MID AMERICA TECHNOLOGY CENTER
ADDRESS	27438 STSTE HIGHWAY 59
CITY WAYNE STATE OK	ZIP 73095
CONTACT:	JOHN TYLER
Phone	405-449-3391
EMAIL	JTYLER@MATECH.EDU

SERVICE TYPE	SERVICE CATEGORY	QTY	SIZE	FREQ	MONTHLY RATE ALL CANS	HAUL RATE	DISPOSAL RATE
<i>New Service</i>							
FEL	comm	7	8 yard	1/w	79.00 per		
<i>Old service</i>							

Special Instructions - THE ABOVE TOTAL DOES NOT INCLUDES FEES. TOTAL NOT TO EXCEED 840.00 PER MONTH TOTAL AFTER FEES

ALL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT. PLEASE READ CAREFULLY. CHARGES FOR ADDITIONAL SERVICES ARE IDENTIFIED ON THE ADDITIONAL SERVICE SUMMARY PAGE THAT ACCOMPANIES THIS AGREEMENT.

The undersigned individual signing the Agreement on behalf of Customer acknowledges that he/ she has read and understands this Agreement in its entirety (including the terms and conditions set forth on the reverse side), and that he/she has the authority to bind Customer to the terms hereof. This Agreement shall only being binding on WCA if it has been approved by WCA's District Sales Manager or District Manager in the space provided below.

CUSTOMER

GFL Environmental

Doug Winter

Authorized Signature

WCA Representative

District Sales Manager/District Manager Approval:

VARIABLE CHARGES. WCA uses variable charges to address volatility in certain costs of providing our services, including fuel, environment, and administrative costs. These variable charges vary by account and may be adjusted by WCA from time to time. The variable charge(s) on your account will be reflected on your monthly invoice. More detailed information regarding such variable charges are available on WCA's website at www.wcawaste.com.

TERMS AND CONDITIONS OF SERVICE AGREEMENT

- (1) **TERM.** This is a legally binding contract that shall extend for 12 months
- (2) **WASTE SERVICES.** Customer grants to WCA (and its subsidiaries and affiliates) the exclusive right to collect and dispose of all of Customer's Acceptable Waste (as defined below), which includes approved recyclable materials, and agrees to pay the service charges for such services as provided herein. WCA agrees to provide such services (and, as applicable, the equipment) specified on the first page of this Agreement, subject to these terms and conditions. Nothing contained herein shall convey on WCA the status of "generator" of any waste collected from Customer. WCA shall determine, in its sole discretion, the type of waste collection vehicle used to collect Customer's Waste and the specific type of collection equipment used therefor.
- (3) **ADJUSTMENT OF SERVICE RATES, FEES AND VARIABLE CHARGES.** Customer understands and agrees that WCA may adjust the service rate and fees and/or vary the amount or adjust the calculation of any variable or administrative charges under this Agreement, in its sole discretion and without prior notice or Customer's consent, in order to maintain an operating margin acceptable to WCA for its continued performance of the services provided under this Agreement. In addition, WCA may increase any rate or charge, whether variable or not, at any time to cover increases in any operating costs associated with the performance of the services provided by WCA pursuant to this Agreement, including, but not limited to, to adjust for increases in the Consumer Price Index; to cover increases in disposal or transportation costs, including variable charges assessed by third parties; to reflect changes in the composition of Customer's waste materials or if the average weight per container yard of waste materials collected from Customer increases; or to cover costs beyond WCA's control such as changes in local, state or federal rules, ordinances or regulations applicable to WCA's operations or the services provided hereunder or increases in taxes, fees or other governmental charges assessed against or passed through to WCA (other than income or real property taxes), or severe weather conditions, hurricanes, floods, fires or other natural disasters. WCA may also introduce, vary the amount, or adjust the calculation of any charge for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced verbally, in writing, or by the actions and practices of the parties, including Customer's payment of any such varied or additional reflected on an invoice. Customer agrees to submit inquiries and objections to any such charge or change in a charge within 30 days of the invoice date, after which the validity and correctness of all invoice charges shall be conclusively and irrevocably established and binding in the absence of Customer's written objection.
- (4) **PAYMENT TERMS; SERVICE CHANGES.** Customer shall pay WCA on a monthly basis for the collection and disposal services provided by WCA (including without limitation all charges for equipment maintenance and other applicable charges as set forth on Customer's invoice). Payment shall be made by Customer within ten (10) days of the invoice date. WCA may impose, and Customer agrees to pay, a late charge for all past due amounts owed hereunder at the rate of 1.5% per month, but in no event shall such late charge exceed the maximum rate allowed by applicable law. Any amount charged in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of mistake or bona fide error, and if received by WCA, shall at WCA's option be refunded to Customer or applied to reduce the outstanding amount owed to WCA. In the event that any payment is not made when due, WCA may, at its sole option, take all legal steps necessary to enforce this Agreement, or terminate the Agreement on notice to Customer and recover all past due amounts, remove any equipment on the premises of Customer, and recover liquidated damages and attorney's fees from Customer.
- (5) **CHANGES.** Changes in the quantity, size, frequency, container capacity and/or type of equipment (other than type of collection vehicle, which shall be in WCA's sole discretion) may be agreed to orally, in writing, and by action and practices of the parties, including by payment of any invoice reflecting any such change(s).
- (6) **ACCEPTABLE WASTE.** Customer represents and warrants that the waste materials placed in the equipment/containers for collection and disposal by WCA shall consist solely of "Acceptable Waste." Acceptable Waste means construction and demolition waste or municipal solid waste that is not "Nonconforming Waste." "Nonconforming Waste" means any and all hazardous, radioactive, volatile, highly flammable, explosive, toxic or hazardous waste, pathological, infectious and biological wastes, tires, and other material deemed by applicable environmental laws or regulations or in WCA's reasonable discretion to be a danger or threat to safety or the environment. Nonconforming Waste shall also include special waste, industrial waste and Acceptable Waste in quantities exceeding the expected quantities identified by Customer to WCA that are not covered separately by a Special Waste Profile sheet on such form(s) that are approved by WCA.
- (7) **ACCESS; SERVICE AREAS.** Customer agrees to provide unobstructed access to the equipment to be serviced by WCA on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick up cannot be made, WCA will notify Customer and afford Customer an opportunity to provide the required access; however, WCA reserves the right to charge an additional fee for any delayed service resulting from Customer's failure to provide timely access. Customer warrants that any right of way, driveway, paved area or other access area provided by Customer for the location, placement and servicing of WCA's equipment is sufficient to bear the weight of all of WCA's equipment and vehicles required to perform the services hereunder. WCA shall not be responsible for damage to any private pavement or accompanying sub-surface of any route, driveway, parking area or other surface reasonably necessary to perform WCA's services and Customer assumes all liabilities for damage to pavement or other road surface(s), or any other property or equipment of Customer, unless such damage is caused solely by WCA's negligence.
- (8) **EQUIPMENT.** All equipment furnished to Customer by WCA shall remain the property of WCA; however, Customer acknowledges such equipment will be under its care, custody and control while at Customer's service location. Customer accepts responsibility for all loss or damage to the furnished equipment (except for normal wear and tear or for loss or damage resulting from WCA's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), repack, move or alter the equipment, and shall use the equipment only for the collection of Acceptable Waste. Customer agrees to indemnify, defend and hold harmless WCA against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.
- (9) **LIQUIDATED DAMAGES.** If Customer defaults, cancels WCA's services or terminates this Agreement prior to the expiration of the term (including cancellation after any renewal term becomes effective), Customer agrees that WCA's actual damages will be extremely difficult to determine and calculate. Accordingly, Customer agrees that in such event it shall pay all past due sums and, in addition, shall pay as liquidated damages, which the parties agree does not represent a penalty, an amount equal to 35% of the product of (a) the average monthly charge for the six (6) months immediately preceding the time of default, cancellation or termination, (b) multiplied by the number of months then remaining in the current term of the Agreement, (c) plus all attorney's fees or other costs of collection WCA incurs or is reasonably expected to incur to enforce its rights against Customer for default, cancellation or termination of this Agreement.
- (10) **OPPORTUNITY TO CURE; EXCUSED PERFORMANCE.** Customer agrees to notify WCA in writing of any missed scheduled pick-up or any other service issue(s) and shall provide WCA with the opportunity to address, cure or otherwise correct any such service issue(s). Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to events or contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to obtain containers, fires, weather, and acts of God, and such failure shall not constitute a default under this Agreement.
- (11) **ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE.** Except for claims by WCA for collection of its fees or individual claims by Customer against WCA solely for property damage where such disputes involve aggregate damages less than \$5,000.00, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS, OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service WCA provides Customer impacts and affects interstate commerce and agree that any dispute regarding the enforceability, legality, or scope of the arbitration agreement shall be decided exclusively by the arbitrator. The parties' mutual promises contained herein, including the promise to arbitrate disagreements rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against WCA in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by WCA to Customer are performed. A motion to compel arbitration or to stay a dispute pending arbitration may be brought at any time, and the failure to initiate or request arbitration at the beginning of a dispute shall not be construed as a waiver of the right to arbitration.
- (12) **BINDING AGREEMENT; ASSIGNMENT;** This Agreement shall be binding upon and inure to the benefit of WCA and Customer and their respective successors and assigns; provided, however, this Agreement may not be assigned by Customer without the prior written consent of WCA. WCA may assign this Agreement to any party without Customer's consent and Customer agrees that such assignment shall release WCA from liability after the date of assignment. This Agreement, including any schedules and exhibits hereto, constitutes the entire agreement of WCA and Customer with respect to the subject matter hereof, and supersedes any previous agreement or understanding, written or oral.

CUSTOMER INITIAL



ADDITIONAL SERVICE SUMMARY

Hauling Site Name OK Hauling

 Service Address _____

ACTIVITIES AS NEEDED

SERVICE TYPE	MATERIAL / UNIT	DELIVERY	CONTAINER RENTAL	RELOCATE	FINAL	TRIP CHARGE	EXTRA LIFT
			0	0	0	0	90
SERVICE TYPE	DISPOSAL CAP	DEMMURAGE RATE	DEMMURAGE DAYS	OVERAGE PER YD	LOCK BAR PER MO	CASTERS PER MO	

customer Initial

WCA INFORMATION for Internal Use Only

Existing Account, Site, Service #	
Store #	
Market Category	
PI Cap	
Interest	yes
Billing Type	Separate
Business Type	Roll Off Temp
Customer Owned Equipment	

Franchise Fee	
Tax Jurisdiction	
Optional Paper Fee	
Admin Fee	2.99
Energy Recovery Charge	variable
Environmental Charge	variable
TCEQ	
Disposal included in Haul	

WCA DISPOSAL SITE(S)

MSW	
C&D	GFL Landfill
Recycle	
Special Waste	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WCA Waste Systems, Inc.	
2 Business name/disregarded entity name, if different from above GFL Environmental / WCA of Oklahoma, LLC (EIN: 20-5936831)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>E</u> <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3301 Benson Drive, Suite 601	Requester's name and address (optional)
6 City, state, and ZIP code Raleigh, NC 27609	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
7	6	-	0	6	5	6	6	7	5

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 03-13-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.