

SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This agreement, made this 1 day of July 2021,(hereinafter referred to as the “Contract Date”) is by and between Waste Disposal Services (hereinafter to as ”Contractor”) an Oklahoma Business, with office at 119 E. Broadway Lexington, OK 73051. Mailing address is P.O. Box 1148 Lexington ,OK 73051

AND

The Mid-America Technology Center (hereinafter to as “Customer”) a Public Trust organized and operated under the laws of the State of Oklahoma with its present place of business at Wayne, Oklahoma.

Contractor is engaged in the business of providing solid waste collection and disposal services. Customer desires to give Contractor the exclusive right to provide services and equipment for the collection and disposal of commercial waste, and all other solid waste (hereinafter referred to as “Waste Material”). Contractor agrees to provide these services and/or equipment, in accordance with the terms and conditions set forth herein below. Contractor and Customer in consideration of the promises and mutual covenants and agreements herein, Contained, and intending to be legally bound, hereby agree as follows.

1. Terms of Agreement/Description of Services:

The term of this Agreement shall be for a 1 year and 0 month period beginning July 1, 2021 and ending June 30th 2022. It may be extended and modified by written agreement of the parties.

Contractor shall provide:

1- 4 yard rearload containers

4- 6 yard rearload containers

1- 8 yard rearload container

Collection shall be once per week on Wednesday of each week.

2. Payment Terms/Fees/Billing:

Customer shall pay the Contractor the following amounts as a fee for services provided pursuant to this Contract:

\$630.00 PER MONTH .WILL BE BILLED ON A MONTHLY BASIS.

3. Terms and Conditions:

Contractor agrees to furnish the solid waste collection services as specified herein, and in the proposal a copy of which is attached, and Customer agrees to make the payments as provided for herein, and abide by the terms and conditions of the Agreement.

4. Relationship of Parties:

It is the express intention of the parties hereto that under the performance of this Contract and Agreement that the Contractor's status shall be that of an independent contractor and that the relationship of the parties hereto shall in no event be construed to be that of a principal and agent or that of master and servant between the parties in the conduct of this Agreement and Contract.

5. Waste Material:

Notwithstanding any of the provisions of this agreement, under no circumstances shall the Contractor have any duty under this agreement to collect Waste Material which is radioactive, infectious, chemotherapeutic, volatile, highly flammable, explosive, toxic, liquid, or hazardous material. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized, as such, by the United States E.P.A. or the State Authority pursuant to the Resource Conservations and Recovery Act of 1976, as amended and applicable state law. Upon the removal of the Waste Material shall thereupon rest with, and be transferred to, the Contractor.

6. Bulk and Yard Waste:

All bulk waste accumulated in commercial buildings, such as cardboard containers, wooden carts , hedge trimmings, and similar refuse, shall be flattened and tied in bundles or packed in suitable containers, not more than 20 gallon in size, that may be readily handled by one collector . In no case shall such bundle be larger than 2 feet by 3 feet by 4 feet. Refuse shall be tied into bundles which can be readily handled by one collector. Tree limbs exceeding 8 inches in diameter will not be collected by the Contractor and should not be included in any bundle for refuse collection. (1994 Code 17-404).

7. Collection and Disposal of Solid Waste:

Exclusive authority of Contractor: It shall be unlawful for any person, except under contract as is herein provided to remove or cause to be removed any solid waste materials. From any garbage can or receptacle used for the deposit of same, or to transport or haul, carry or otherwise move over any of the streets, alleys or other public ways any solid waste materials (1994 Code 17-406).

8. Termination:

This agreement may be terminated by either of the parties here to as a result of a breach of any of the terms contained herein by the other party hereto.

Notwithstanding the forgoing, however, the no breaching party hereto shall provide written notice to the breaching party of and said breach or alleged breach, who shall have a period of 30 days from the said date of said notice to cure said breach. If said breach is not cured within said 60 day period and continues to use its best efforts within said 60 day period to cure said breach at the earliest time possible, this agreement shall remain in full force and effect.

9. Indemnity:

Each party agrees to indemnify, defend and hold harmless the other. Contractor shall indemnify and hold harmless the customer and their officers, employees and agents for any and all liability, claims, losses or damages arising out of or alleged to arise out of Contractor's negligence or failure in the performance of its work. The Customer shall indemnify and failure in the performance of its work. The customer shall indemnify and hold harmless Contractor for any and all liability, claims, or damages arising out of or alleged to arise out of Customer's negligence.

10. Contract to be Controlling:

In the event that there is any conflict between the provisions of this Contract and any of the proposals, general considerations, obligations or any documents, agreement or papers or any of the oral negotiations between the parties of any kind which may heretofore have been exercised or passed between the parties in their negotiations hereto in connection with the subject matter hereof, it is understood and agreed that the provisions of this Contract shall be controlling. This Contract embodies the entire understanding, either written or oral, which control the obligations of the parties.

11. Binding Effect:

This contract and all the provisions hereof shall insure to and be binding upon the successors, transferees assigns of the respective parties hereto; provided, however, that Contractor shall not assign Contract, or any part thereof, or any Interest therein, or sublet or subcontract to another any of the work, services or obligations to be performed hereunder without the express written consent of the Customer. Any such assignments or subcontracts, without the express written consent of the Customer shall be void. Customer shall not unreasonably withhold the consent to such assignment so long as said assignee of this Contract is able to perform all terms and conditions of this contract in a like manner to that which Contractor has provided. Customer may request

from Contractor and any assignee such reasonable documentation as Customer may require in order to make its determination as to consent to the assignment.

12. Contractors Responsibility to Obtain Licenses and Permits:

Contractors shall be responsible for obtaining and maintaining all licenses and permits required by Federal, State or Municipal law of regulations for the operation of the Solid Waste collection and disposal service. Contractor is responsible for the operation of the Solid Waste collection and disposal service. Contractor is responsible for complying with all Federal, State or Municipal laws or regulations for the operation of Solid Waste collection and disposal service. All Waste Material collected by Contractor shall be disposed of in a properly permitted and legally approved landfill site.

13. Governing Laws:

This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. Contractor may add to the fees charged any and all additional fees and taxes hereafter imposed by any governmental body in connection, transportation and/or disposal of the Waste Material with the Customer approval. If Customer does not approve, then the Contractor may terminate the Agreement and cease providing waste collection services. The invalidity of any one or more of the words, phrases, clauses, or sections contained on this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof.

14. Contract Interpretation:

This contract shall be construed, interpreted and enforced in accordance with the laws of the State of Oklahoma. In Witness Whereof, the parties hereto have executed this Contract as of the day and year first above written.

IN WITNESS WHEREOF, the parties have hereunto set their hands said of the day and year first above written.

WASTE DISPOSAL SERVICES INC.

BY: *Debra M. D.*

TITLE: *Vice President*

MID-AMERICA TECHNOLOGY CENTER

BY:

TITLE: