



# CAPITAL WASTE SOLUTIONS SERVICE AGREEMENT

Service Address:		Billing Address:	
Facility Name	_____	Facility Name	_____
Address 1	_____	Address 1	_____
Address 2	_____	Address 2	_____
City/State/ZIP	_____	City/State/ZIP	_____
Facility Phone	_____	Billing Contact	_____
Contact Person	_____	Billing E-Mail	_____
Contact E-Mail	_____	Billing Phone	_____
Contact Phone	_____		

Services to be Provided	
Payment Schedule: _____	Compliance Training <input type="checkbox"/>
Service Frequency: _____	Sharps Containers Size & Quantity _____
Medical Waste Container Size & Quantity: _____	Type of Waste Generated _____
Additional Pickup Cost: _____	Preferred Invoice Delivery Method, Paper or Email _____

**Service Fee:**

Customer:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Capital Waste:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Capital Waste Use Only	
Type of Agreement <u>Renewal</u>	Term of Agreement <u>12 Months</u>
Container Setup Date _____	Service Area _____
Contract Effective Date <u>July 1st, 2022</u>	1st Pickup Date _____
Account # _____	Facility Hours of Operation _____
Facility Special Instruction: _____	Special Closing Dates _____

## TERMS AND CONDITIONS

1. **Services Provided by Capital Waste. Subject to these Terms and Conditions and in accordance with the Code of Federal Regulations, ("CFR"),, state and local laws and regulations as well as** Capital Waste's Medical Waste Acceptance Policy attached hereto as Exhibit A and incorporated herein (the "Policy"), Capital Waste Solutions, LLC ("Capital Waste") shall collect and transport all Regulated Medical Waste (except Non-confirming Waste) generated by Customer during the term of this Agreement.

2. **Title to Waste.** Customer shall retain title to the Regulated Medical Waste at all times prior to the collection thereof by Capital Waste. Customer shall always retain title to any Non-Conforming Waste, whether refused for collection or returned to Customer, for proper disposal.

3. **Shipping.** All Regulated Medical Waste must be accompanied by a properly-completed shipping document pursuant to the CFR. Capital Waste employees may refuse containers that are determined to be Non-Conforming as identified in the Policy. Customer shall place in such containers only "Regulated Medical Waste" as defined by the CFR, or by any other federal, state and local regulations. Customer represents and warrants that (i) the waste presented for collection and transportation will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Waste as defined by the CFR and all other applicable laws, regulations and the Policy, and (ii) the waste strictly conforms to Capital Waste's Policy.

4. **Non-Conforming Waste.** Waste will be considered non-conforming if it has constituents, characteristics, components or properties not included within the definition of Regulated Waste. Examples of non-conforming waste are provided on Exhibit A. Capital Waste may, in its sole discretion, and at Customer's sole cost and expense, reject and return the Non-Conforming Waste to Customer.

5. **Term of Agreement.** Subject to the provisions herein, the term ("Term") of this agreement shall be 12 months from the Effective Date as set forth in the Service Agreement of which these Terms and Conditions are a part. The Term shall automatically renew for consecutive renewal periods equal to the original Term (each a "Renewal Term") unless either party notifies the other in writing of its intent not renew at least sixty (60) days prior to the end of the then current Term.

6. **Adjustments to Contract Prices.** Capital Waste reserves the right to adjust the contract price set forth in the Service Agreement to account for operation changes it implements to comply with changes in law, or to cover increases in the cost of fuel, insurance, or transportation, or to otherwise address cost escalation.

7. **Early Termination.** In the event Customer terminates this Agreement prior to expiration of any Term hereof, or fails to perform any of its obligations under this Agreement, Capital Waste shall have all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Capital Waste's liquidated damages and not a penalty) equal to fifty percent (50%) of the Customer's average monthly charge multiplied by the number of months (including any partial months) remaining on the Term until the original expiration date of the then-current Term. Capital Waste shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days written notice if it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any license or permit required to perform this Agreement, or if a change in any law or regulation makes it impractical or uneconomical, in Capital Waste's sole discretion, to continue performing this Agreement. A party may terminate this Agreement upon written notice to the other party in the event the other party commits a material breach of this Agreement and does not remedy such breach within sixty (60) days after receipt of written notice from the other party.

8. **Payment Terms. Payments are due within thirty (30) days of the invoice date. Capital Waste reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty**

**(30) days of the date of the invoice.** Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Capital Waste shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges fees) are paid. In addition to Capital Waste's charges under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to services or products provided by Capital Waste. Such taxes shall include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Capital Waste's net income). Capital Waste shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Capital Waste in a timely manner. Notwithstanding any limit to adjust the contract price, Capital Waste reserves the right to further adjust the amounts payable and due to Capital Waste for fees incurred resulting from compliance with environmental- protection or safety laws not contemplated by Capital Waste as of the date of this Agreement. If Capital Waste suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach, Capital Waste may remove all containers belonging to it from Customer's premises and assess Customer a \$50.00 pick-up fee for such removal.

9. **Charges For Failure To Comply With Terms and Conditions; Non-Conforming Waste; Changed Conditions; and Additional Services.** Capital Waste may also impose an extra charge if Capital Waste attempts to collect waste at a customer location (on either a scheduled collection date or time or in response to a Customer request) and, through no fault of Capital Waste, either (a) there is no Regulated Medical Waste for Capital Waste to collect, (b) waste is not ready for collection or (c) the Customer location is closed; (c) shipping materials in the wrong container; (d) excess waste volumes significantly greater than average for similar generators; (e) costs associated with handling any Non-Conforming Waste; (f) any costs or expense incurred by Capital Waste caused by Customer's failure to comply with these Terms and Conditions; or (g) any costs related to changes in applicable law occurring after the date of this Agreement.

10. **Customer's Liability for Equipment.** Customer shall have the care, custody and control of containers and other equipment owned by Capital Waste and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Capital Waste. Customer agrees to defend, indemnify and hold harmless Capital Waste from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to and paid by Customer at full replacement value.

11. **Indemnification by Each Party. Provided Customer complies with these Terms and Conditions,** Capital Waste shall indemnify and hold Customer harmless from any liabilities arising from Capital Waste's breach of these Terms and Conditions or violations of law.

Customer shall indemnify and hold harmless Capital Waste from any liabilities arising from the failure to properly classify, store, package, label, document or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected or transported by Capital Waste. The attorney's fees and costs incurred by the successful party in any dispute arising hereunder shall be paid as soon as is practicable by the unsuccessful party.

**12. License of Compliance Materials.** To the extent that Capital Waste provides Customer with any electronic or printed materials relating to waste or the compliance with this Agreement (the "Compliance Materials"), it does so subject to a limited license to Customer to use the Compliance Materials for Customer's own non-commercial use. Capital Waste may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, nor use or republish the Compliance Materials for or to any third party. Customer acknowledges that the breach of this provision would cause harm to Capital Waste which may be difficult or impossible

to quantify. As a result, thereof, Customer agrees that Capital Waste may seek and obtain injunctive relief for any each violation of these terms. Customer agrees to return all Compliance Materials to Capital Waste at Customer's expense at the expiration or termination of this Agreement. Capital Waste may charge Customer a fee for the failure to return Compliance Materials in accordance herewith.

**13. Insurance.** Capital Waste hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. Customer shall carry General Liability Insurance in amounts agreed to by Capital Waste and shall include Capital Waste thereon as an additional insured. Each party shall provide to the other, upon request, a certificate or other documentation showing such insurance coverage.

**14. Permits, Licenses, and Authorizations; Compliance With Laws.** As of the date of this Agreement, Capital Waste has all necessary permits, licenses, and other authorizations required to perform the services under this Agreement and will furnish copies of these documents to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record-keeping, documentation and manifesting requirements of the CFR. Customer acknowledges that Capital Waste has advised Customer of the Regulated Medical Waste service-frequency requirements within Customer's state (if applicable), and Customer has determined its desired frequency independent of Capital Waste's recommendation. Customer hereby agrees to indemnify and hold Capital Waste harmless for and from any costs, claims, or damages resulting from Customer's decisions about service frequency that do not comply with applicable regulations. Capital Waste and Customer shall keep and retain adequate books and records and other documentation, including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records, consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

**15. Force Majeure.** Capital Waste shall not be responsible if its performance is interrupted or delayed by events beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

**16. Independent Contractor.** Capital Waste's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in

this Agreement shall be construed to designate Capital Waste as an employee, agent or partner of or a joint venturer with Customer.

**17. Amendment and Waiver.** All amendments to this Agreement shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

**18. Entire Agreement.** This Agreement (including any attachments, exhibits and the Policy incorporated herein and the Service Agreement to which everything is attached) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal and legal representatives, successors, and assigns of the parties hereto, provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Capital Waste, which consent may not be unreasonably withheld.

**19. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to the conflicts of laws or rules of any jurisdiction. Any dispute arising hereunder must be brought or defended only in the state or federal courts sitting within the City of Tulsa, State of Oklahoma, it being agreed by the parties that such courts shall have exclusive jurisdiction and that venue is proper therein.

**20. Notices.** All required notices, or those which the parties may wish to give under this Agreement, shall be in writing and sent to the parties' addresses set forth in the Service Agreement.

**21. Counterparts.** A copy or facsimile of this Agreement shall be as effective as an original, and two or more counterparts shall constitute the same Agreement.

**22. Conflict. In the event of conflict between the terms or conditions contained in this Agreement and any purchase order, purchase order agreement, invoice, or other document submitted by Customer in any manner which vary from or conflict with these Terms and Conditions, the terms and conditions of this Agreement shall prevail.**

**23. Compliance Training.** For accounts with compliance training; The first 10 compliance training credits, per year, are free of charge and are issued when the account is first created. Any additional training credits will be charged for a fee of \$10.00 per credit unless notified otherwise.

**24. Hazardous Waste.** Capital Waste Solutions reserves the right to subcontract any hazardous waste to a licensed and insured 3rd party provider.

EXHIBIT A



CAPITAL WASTE SOLUTIONS

918.477.0100

877.597.2389

WASTE ACCEPTANCE PROTOCOL

The purpose of this document is to outline the scope and content of those waste streams that CWS can accept, as well as to describe the "non-conforming wastes" which are unacceptable and prohibited. As regulations change and circumstances warrant, it will be updated to reflect those changes.

CWS IS A FULLY LICENSED AND PERMITTED TRANSPORTER FOR REGULATED MEDICAL WASTE. MEDICAL WASTE IS REGULATED BY EACH INDIVIDUAL STATE BUT IS TYPICALLY CATEGORIZED AS FOLLOWS:

- Sharps including any object capable of cutting, protruding or penetrating its packaging, including needles, syringes, scalpels, blades, broken glass, broken pipettes, dental wires and sharp plastic.
- Disposable items generated in the treatment of humans or animals with a known or suspected communicable disease.
- Blood, blood products, or items saturated with blood so that it is wet or dripping such as bandages, dressings, and other disposal products.
- Laboratory cultures and disposable items used in a laboratory setting.
- These items are acceptable when placed as required in the appropriate containers.

OTHER ACCEPTABLE WASTES:

The following waste streams are acceptable providing they are segregated in containers appropriately labeled and containing the words "For Incineration Only."

- Pathological Waste
- Trace Chemotherapy Waste
- Pharmaceutical Waste not regulated under RCRA as hazardous or DEA as a controlled substance.

NON-CONFORMING WASTE:

CWS does not accept any waste regulated under the Resource Conservation and Recovery Act (RCRA) as hazardous, ignitable, corrosive, toxic, etc, nor any of the following wastes: Bulk liquids, radioactive waste, heads, torsos, human fetuses, human fetal tissue, infectious substances rated either Category A by USDOT or at or above Biosafety Level 4 by CDC. Further CWS does not accept any Controlled Substance as defined by the Department of Justice, Drug Enforcement Administration (DEA), or any chemical waste of any kind.

CWS maintains the right to refuse to accept any waste that due to packaging, labeling, or questions about contents brings into question the conformity of the waste. Should CWS receive any non-conforming waste without prior knowledge it may be returned to the generator for proper disposal.

Generator Statement

Generator is responsible for ensuring that appropriate medical waste is placed in appropriate medical waste containers for appropriate disposal per the service contract.

Signature: X \_\_\_\_\_

Date: \_\_\_\_\_