

## HAULER SERVICE AGREEMENT

<b>COMPANY NAME ("HAULER"):</b>			<b>KETER</b> Keter Environmental Services, Inc. ("Keter")		
<b>ADDRESS:</b>			<b>ADDRESS:</b> 4 High Ridge Park		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP CODE:</b>	<b>CITY:</b> Stamford	<b>STATE:</b> CT	<b>ZIP CODE:</b> 06905
<b>CONTACT PERSON:</b>		<b>BUSINESS PHONE:</b>	<b>DIRECT ALL WEIGHT TICKETS TO:</b> <a href="mailto:weights@keteres.com">weights@keteres.com</a>		
<b>SERVICE LOCATION ("PROPERTY"):</b>			<b>CONTRACT NUMBER:</b>	<b>LENGTH OF TERM:</b>	
<b>SERVICE ADDRESS:</b>			<b>TYPE OF SERVICE:</b> Hauling, Disposal, and Recycling		
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP CODE:</b>	<b>SERVICE START DATE:</b>	<b>SERVICE END DATE:</b>	

**SECTION I. SERVICE FEES AND CHARGES:**

[Insert Pricing Exhibit]

Pricing is inclusive of all taxes, fees, surcharges, etc.

Payment Terms: **NET 60 DAYS**

**SECTION II. SERVICE SCHEDULE:**

**Service Time Frame:** (i.e. by 9:00 AM, same day, etc.)

	<u>MON</u>	<u>TUES</u>	<u>WEDS</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>	<u>SUN</u>
REGULAR OPERATING HOURS	X	X	X	X	X	X	
SAME DAY SERVICE	X	X	X	X	X	X	
WEEKEND SERVICE						X	
HOLIDAY SERVICE	X	X	X	X	X	X	

1. If same day applies, a time deadline must be specified.
2. All pulls will be before 9:00 a.m. local time of the Property. Hauler further agrees to pull compactors and containers the same day of notice (and prior to 5:00 p.m. local time) received from Keter providing such notice is received at or before 10:00 a.m. local time of the Property. Hauler agrees that all compactors and containers that are to be pulled the same day of notice will be returned to the Property no more than two and one-half (2½) hours from the time the Hauler leaves the Property with the container.

3. If notice is received after 10:00 a.m. local time, Hauler agrees to pull the respective compactors and containers the following business day before 9:00 a.m. local time. Hauler agrees these compactors and containers will be returned to the Property from pull service no more than two and one-half hours (no later than 10:30 a.m.).

**SECTION III. PAYMENT PROCEDURES:**

Keter shall provide Hauler on a monthly basis a Statement of Account for all services rendered by Hauler in the prior calendar month. Keter's full and final payment for the preceding calendar month will accompany Keter's Statement of Account. Invoices generated by Hauler to Keter without the express written request of Keter shall not be processed. A sample of the monthly Statement of Account is attached as **Exhibit A** for reference. Each Statement of Account will include a minimum of the following:

**Commercial Container service:** Hauler will receive a monthly statement including the following:

- a. Date of service
- b. Location (or service area) of container serviced
- c. Calendar month of service
- d. Number and size of containers serviced
- e. Monthly charge for each container
- f. Fees, surcharges, and taxes, if applicable.

**Repairs and Maintenance Service:** Hauler will receive a monthly statement including the following:

- a. Date repair was completed
- b. Identification of container serviced
- c. Work order number for repair
- d. Amount of repair cost

**Servicing of a compactor or Open Top container:** Hauler will receive a monthly statement including the following:

- a. Date of service
- b. Location (or service area) of equipment serviced
- c. Identification of equipment using Keter's identification number
- d. Work order number for the pull
- e. Billable Weight
- f. Truck time/Pull charge
- g. Disposal cost per ton along with total disposal cost
- h. Fees, surcharges, and taxes, if applicable

**Rebates on Recyclable Material:** For rebates to which Keter is entitled, the rebate credit will offset against any charges due from Keter. In the event the rebates exceed the amount on the statement, Hauler should issue a check made payable to Keter. With respect to rebates, each statement will include the following information:

- a. Date of pull of equipment
- b. Number of tons pulled
- c. Applicable Rate per ton
- d. Truck time charge for pull of equipment
- e. Work order number for rebate
- f. Other charges, if any, applicable to pull
- g. Computation of rebate credit due Keter

**SECTION IV. TERMS AND CONDITIONS:**

1. **AGREEMENT.** Keter Environmental Services, Inc. ("Keter") hereby engages **HAULER NAME** ("Hauler") to provide waste and/or recycling services at **NAME** located at **ADDRESS** ("Property"). For purposes of this Agreement, the term "Owner" shall include the owner of the Property as of the Service Start Date, at any time during which the Agreement is in effect, and any time during which Keter is providing services to the Property (including the tenants of such Property). For purposes of this Agreement, the term "Managing Agent" shall include the agent managing the Property on behalf of the Owner as of the Service Start Date, at any time during which this Agreement is in effect, and any time during which Keter is providing services to the Property (including the tenants of the Property).

2. **WASTE AND RECYCLING SERVICES.** During the Term of this Agreement, Hauler shall provide non-hazardous solid waste hauling, disposal and/or recycling services to the Property in accordance with the terms and conditions set forth in this Agreement.

A. **GENERAL TERMS:**

- i. The frequency of the hauling and disposal service shall be as determined by Keter.
- ii. Keter shall be exclusively responsible for providing waste and/or recycling services to all mall tenants at the Property that are obligated under their respective Lease Agreements or such other agreements to use the waste and recycling services of Keter.
- iii. Should Hauler be contacted during the Term directly by tenants of the Property, the Owner of the Property, the Managing Agent of the Property or any of their respective vendors related to waste and/or recycling services at the Property, Hauler agrees to notify Keter in writing within twenty-four (24) hours of the occurrence of such contact. If the tenants of the Property, the Owner of the Property, the Managing Agent of the Property or any of their respective vendors notify Hauler directly to move, truck or dispose of contents of waste and/or recycling equipment, Hauler will not receive payment for performing such services without the prior written approval of Keter.
- iv. Notwithstanding any other term, condition or provision in this Agreement, Hauler agrees to provide Keter with thirty (30) days advance written notice of any planned service interruption for any reason with respect to waste and/or recycling services provided by the Hauler to the Property and the tenants of the Property.
- v. Hauler shall fax or send by electronic mail to Keter within twenty-four (24) hours of service a confirmation notice (such notice referred to as a "Pull Request Form") of service provided, i.e. a pull of equipment on the Property, which completed form is to include weights pulled on compactors and Open Top ("OT") containers.
- vi. **[Waste Stream]** will be sent to **[Name of Facility]** (the "Destination Facility"), located at **[Address]**. Hauler shall not change the designated Destination Facility pursuant to this Agreement, without the express written consent of Keter.

B. **EQUIPMENT AND MAINTENANCE:**

- i. Hauler shall haul and dispose of the contents of such equipment as shall be situated at the Property and designated by Keter pursuant to this Agreement. Keter and Hauler will provide the waste and/or recycling equipment at the Property as specified in this Agreement and at other locations as shall be designated in writing by Keter. In addition, Hauler will haul and dispose of the contents of any other additional equipment that Keter shall, in its sole and absolute discretion, deem necessary during the Term of this Agreement to properly service the waste and/or recycling needs of the Property upon written authorization from Keter. Any such approved additional equipment shall be procured by Hauler. In addition, Hauler shall be responsible for proper placement of equipment, as provided in this Agreement.
- ii. In the event Hauler must install, at any time during the Term of this Agreement, any attachments to Keter-owned equipment and/or the Property necessary to provide waste and/or recycling services to the Property, Hauler hereby covenants, represents and agrees that any such attachments shall be permanently owned in their entirety by the Owner of the Property and Hauler shall have no ownership rights in such attachments. For purposes of this

Agreement, such attachments shall include, without limitation, (i) any and all attachments and connections (including, without limitation, chutes, ramps, electrical lines, enclosures, hand and toe rails, and walkways) situated between the Property and the hauling and/or recycling equipment located on the Property and (ii) any other items affixed or attached to the Property (including, but not limited to, electrical outlets). Any and all attachments made to Keter-owned equipment and/or the Property necessary to provide waste and/or recycling services to the Property will be made and charged to Keter only after Keter has provided Hauler with written approval of said charges.

- iii. Hauler agrees not to tamper with, adjust or disconnect any pressure gauges attached to any waste or recycling equipment located at the Property. In addition, regardless of who owns the equipment, PSI gauges must be set per Keter's directive not to exceed the maximum setting specified by the manufacturer. With respect to all waste and recycling equipment located at the Property, Hauler also agrees to wipe down the compactor door seals and properly ratchet the doors and lock all applicable equipment at each dump and return.
- iv. OT containers for waste, yard waste, construction and/or demolition debris are to be provided on an "as needed" basis and pulled "on call" by Hauler upon advance notice from Keter. The waste service fees applicable to OT are detailed in **Section I**. Hauler shall not charge delivery, set-up, rental fees or removal fees in connection with providing OT containers for use on the Property in the event OT containers are required by Hauler to empty and/or service overweight compactors on the Property due to Hauler's failure to pull and/or service such compactor within the time specified in **Section II**; Hauler hereby accepts full responsibility and liability for such OT containers in such case and Keter will not be liable for any fees (excluding disposal fees) related to this action on the part of Hauler. In addition, Hauler shall provide four (4) OT containers each year to Keter for use by Keter, the Owner, the Managing Agent, the Property or the tenants of the Property at no charge (including pull and disposal fees) to any such parties.
- v. Front-end load containers, rear load containers and/or totes ("Commercial Containers") for waste and recycling are to be serviced on a schedule determined by Keter (subject to change) at the all-inclusive per unit rates per month (including, without limitation, all service fees, disposal fees, delivery fees, set-up fees, removal fees, etc.), based upon the frequencies of pulls per week, as set forth in **Section I**.
- vi. Compactors for waste (any size/type) are to be pulled as scheduled or "on call", as the case may be, by Hauler upon notice from Keter at the per unit rates set forth in **Section I** (including, without limitation, all delivery fees, set-up fees, removal fees, etc.) except where otherwise provided in this Agreement.
- vii. Compactors for recycling are to be pulled as scheduled or "on call", as the case may be, by Hauler upon notice from Keter at the per unit rate specified in **Section I** (including without limitation all delivery fees, set-up fees, removal fees, etc.) except where otherwise provided in this Agreement, and Keter shall receive from Hauler such rebates as further set forth in this Agreement.
- viii. Notwithstanding any other term, condition or provision in this Agreement, Keter reserves the right in its sole and absolute discretion to utilize Commercial Container equipment for waste and/or recycling at the Property, in which case Hauler shall service such equipment in accordance with industry standards and all such applicable terms, conditions and provisions in this Agreement. Keter shall provide written notice or notice by electronic means to Hauler of its exercise of the aforementioned right in such case, and Hauler shall immediately provide pricing requested by Keter in such notice. In the event Keter does not agree with the proposed pricing of Hauler, then in such case Keter may contract with another company with respect to hauling related services with regard to such Commercial Container.
- ix. With regard to any and all waste and/or recyclable materials dropped or dumped during the course of equipment service, pick-ups and/or deliveries, Hauler agrees to maintain in broom clean condition the sites at the Property on which the equipment is to be situated (herein referred to as the "Site" or "Sites,") each of which Sites in dimension or shape shall be equal to at least three (3) feet from each and every side or part of the equipment placed on the respective Site pursuant to this Agreement. If Hauler fails to properly maintain the aforementioned Sites within twenty-four (24) hours of telephone notice, notice by electronic mail, or notice by fax to Hauler from Keter of any maintenance problems, Keter may hire another company to properly clean and/or maintain the Sites, and the cost of such cleaning and/or maintenance shall be deducted by Keter from any fees or charges otherwise due Hauler.
- x. Hauler, at its own expense, shall provide placement of Keter-provided signage (no other markings of any kind are permissible) at the Hauler's cost as needed on waste and recycling equipment located at the Property as

determined by Keter. Hauler shall not place any signage or markings of any kind on Keter-owned equipment without the express written consent of Keter.

Hauler shall pressure wash the exterior of any Keter-owned compactor and/or steam clean the interior (including behind the ram) of any Keter-owned compactor at the Hauler's cost as reasonably necessary to properly maintain the Keter-owned compactors located at the Property. Hauler shall also provide complete preparation as necessary (which may include cleaning, sanding and/or sand blasting, etc.) and painting of any Keter-owned unit (unit consists of a self-contained compactor and power pack or a stationary compactor, receiver box and power pack) upon request from and according to the specifications provided by Keter at no charge to Keter.

- xi. Upon written notice, Hauler shall permit Keter's authorized subcontractor to install fullness monitoring devices on any equipment as shall be situated at the Property. Keter shall determine the necessity of any monitoring system in its sole and exclusive discretion.

C. RECYCLING AND REBATES.

- i. Keter is to receive from Hauler a recycling rebate equal to the amount as computed and determined by **Section I** for each and every ton (or portion thereof) of recyclable material contained in every compactor and OT container designated for recyclable material and situated at the Property.
- ii. Recycling rebates are to be applied each month to that month's charges for hauling services to be detailed on the monthly statement of account as a "Rebate Credit" and deducted from any amount otherwise due by Keter to Hauler. If the total amount of rebate due for the month serviced results in a net credit for the month after all deductions of pull fees and other charges from Hauler, then Hauler shall pay Keter by check (on any statement for which there is a net credit) within thirty (30) days of end of month serviced for which there is a net credit.
- iii. Hauler hereby agrees to provide weight tickets for every pull of recyclable material compactors and OTs within twenty-four (24) hours from the time of every pull. If Hauler fails to provide such weight tickets within such period, then all pulls of recyclable material compactors and OT containers for which the weight ticket was not provided shall be treated, for purposes of this Agreement and determining any recycling rebates due Keter, as having contained the greater of five (5) tons of 100% uncontaminated recyclable material per compactor and/or OT container, or the average number of tons of the last five (5) pulls of recyclable material from compactors at the Property.

D. MAXIMUM CONTAMINATION PERCENT.

- i. Compactors and OT containers designated for recyclable material and/or agreed upon recycling mix can be contaminated up to the Maximum Contamination Percent ("MCP") as designated in **Section I** with non-recyclable waste without any reduction in recycling rebates otherwise due Keter.
- ii. A Commercial Container designated to contain recyclable material and located at the Property shall be treated as containing recyclable material unless the actual contents in such Commercial Container are contaminated with waste in excess of the MCP. In the event a portion of any load of recyclable material (including compactors and OTs) is alleged to be contaminated, then Hauler must provide both (a) digital photographs and (b) an affidavit stating the specific degree and amount of contamination with regard to such load. Such photographs and affidavit must be submitted to Keter within twenty-four (24) hours of service for the alleged contaminated load, and in the event such photographs establish and prove to the satisfaction of Keter that such portion was contaminated in excess of the MCP, then no rebate shall be payable to Keter with respect to such portion. Furthermore, Keter shall nevertheless be entitled to receive from Hauler a rebate pursuant to **Section I** for each and every ton of recyclable material contained in such compactor or OT container based on whatever tons of recyclable material were accepted by the Recycler. The failure of Hauler to provide the above required information and items to Keter within such twenty-four (24) hour period, will render void any claim by Hauler that the load was contaminated, in which case such load will be treated as NOT contaminated at all and Keter will, in turn, be paid a rebate by Hauler with regard to such load pursuant to **Section I**.
- iii. In the event compactors, OT containers containing recyclable material, and/or Commercial Containers designated to contain recyclable material are contaminated greater than the MCP and the load must be disposed of at a landfill,

then Hauler must provide (a) digital photographs and (b) an affidavit stating the specific degree and amount of contamination with regard to such load, and (c) the landfill receipt to where the load was brought. Such photographs, affidavit and receipt must be submitted to Keter within twenty-four (24) hours of service in connection with the contaminated load, and in the event such photographs establish and prove to the satisfaction of Keter that the load was contaminated in excess of the MCP and such receipt evidences the disposal of such load at a landfill, then in such case the aforementioned load will be billed to Keter at the waste disposal rates for the appropriate container size specified in Section I of this Agreement. The failure of Hauler to provide the above required information and items to Keter within such twenty-four (24) hour period will render void any claim by Hauler that the load was contaminated, in which case Keter will be paid a rebate by Hauler with regard to such load pursuant to Subsection 2(C)(i).

- iv. Notwithstanding any other term, condition or provision in this Agreement, in the event the Actual Transacted Paper Stock Price Rate exceeds Sixty Dollars (\$60.00) per ton, and regardless of the contamination of the contents of such equipment, there shall be no charge to Keter for the pull and disposal of any such equipment situated at the Property and designated for recyclable material by signage or other identification.

### 3. SERVICE FEES AND PAYMENT PROCEDURES.

#### A. GENERAL TERMS.

- i. Keter or Owner will be exclusively responsible for the billing and collecting of fees from the Property and its tenants with regard to waste and recycling services provided to the Property and the tenants.
- ii. Keter shall not be liable to Hauler for any fees or charges with respect to services performed by Hauler without prior authorization by Keter.
- iii. In the event an equipment pull is not performed within the time frame set forth in Section I & II, Keter shall not be liable to Hauler for any pull fees where the pull was not performed within such required time frame.
- iv. In the event Keter requests certain equipment be pulled pursuant to this Agreement and it remains unpulled by the end of the required time frame, then Keter shall have the right, without requirement of advance notice to Hauler, to utilize the services of another company to pull said Keter-owned equipment and dispose of its contents; in such case Keter shall have the right to offset any charges in excess of those detailed in this Agreement for such pull and disposal against any amounts otherwise due Hauler.
- v. Hauler shall not have the right to, and cannot under any circumstances, suspend service to the Property, the Managing Agent of the Property or the tenants of the Property or charge late or finance fees for non-payment of fees by Keter if (a) payments have not been received from Keter due to the failure of Hauler to provide weight tickets, or such other information required by Keter to properly process payment to Hauler as required pursuant to this Agreement, or (b) Hauler has intentionally or unintentionally withheld recycling rebates to which Keter is entitled pursuant to this Agreement (as applicable). In all cases to which the previous subsections are inapplicable, Hauler shall not have the right to and cannot suspend service to the Property, the Managing Agent of the Property or the tenants of the Property or charge late or finance fees for non-payment or late payment without first providing a thirty (30) day prior written notice by traceable delivery, signature required to Keter and a ten (10) day period of opportunity to Keter to cure such non-payment or late payment.
- vi. Notwithstanding any other term, condition or provision of this Agreement, Hauler hereby agrees to waive all rights to file a mechanic's lien or file any other lien or encumbrance against the Property or the Owner in the event of any dispute arising under or as a result of or in any way connected to the terms, conditions or provisions of this Agreement.

#### B. SERVICE FEES.

- i. All waste and/or recycling service rates (including rates for truck time and pulls) as stated in Section I are guaranteed fixed for and during the Term of the Agreement and will not be subject to adjustment without the express written consent of Keter, and all of such waste and/or recycling service rates will be effective from the Service Start Date.

- ii. Keter shall be responsible for payment of any and all applicable documented governmental fees charged to Hauler related to waste disposal (including any citations of assessment, penalties for fines by any such jurisdiction due to overweight compactors).
- iii. Waste Disposal rates are to be charged to Keter as a pass-through of the local landfill "Gate Rate" or "Tipping Fee" only. Disposal rates cannot include any Hauler mark-up.
- iv. Notwithstanding any other term, condition or provision of this Agreement, Keter shall have the right in its absolute discretion at any time or times during this Agreement and without any requirement of advance notice to Hauler, to pay in whole or in part (or to make a payment on account with respect to waste and/or recycling service fees) with respect to any month or months of service during this Agreement within seven (7) business days of the end of the applicable month of service, and thereby claim and receive a five (5%) percent discount from the amount of waste and/or recycling service fees otherwise due to Hauler and against which such payment is made by Keter. For purposes of the preceding sentence, the payment shall be treated as having been made within the aforementioned seven (7) business days of the end of the applicable month of service, where the payment is sent by traceable delivery by the seventh business day from the last day of the applicable month of service for which the payment is being made by Keter. Keter shall have the right, in its sole and absolute discretion, to make any payment or payments to Hauler as may be required pursuant to this Agreement with the use of an American Express card or such other charge or credit card as Keter, in its sole and absolute discretion, shall decide to use in making any payment or payments to Hauler, so long as Hauler accepts chosen type of credit card.
- v. Prior to providing services to the Property, Hauler shall be responsible for notifying Keter in writing of any and all applicable weight limits which may be in effect and/or enforced by federal, state, county or local jurisdictions with respect to compactors. Hauler shall also notify Keter immediately in writing of any such weight limits that may be set by such jurisdictions during the Term of this Agreement but subsequent to the first day of the Term of this agreement. Within twenty-four (24) hours of receipt by Hauler of any notice or citation of assessment, penalty or fine by any such jurisdiction due to a compactor being overweight, Hauler shall be required to provide a clear and legible copy of such notice or citation to Keter via electronic mail or fax. Furthermore, a copy of any additional information that is received by Hauler as a result of or in connection with such assessment, penalty or fine shall also be required to be delivered via email or fax to Keter within twenty-four (24) hours of receipt by Hauler. The failure of Hauler to fully comply with the provisions of this subsection shall result in Keter not being liable or responsible for payment of such assessment, penalty or fine. In no event shall Hauler be permitted to assess or charge additional fees to Keter as a result of an overweight compactor.
- vi. Hauler is required to provide Keter with a copy of weight tickets regarding all waste compactors and OT containers pulled within twenty-four (24) hours of the time of such pull. If Hauler fails to provide such weight tickets within such time period, then Hauler shall only be entitled to eighty (80%) percent of the applicable fees. In the event Hauler submits a false weight ticket to Keter regarding the pull and/or disposal of any waste compactor or OT container, then in such case, Keter shall not be obligated or required to pay any fees or charges to Hauler in connection with that particular pull and disposal.

C. PAYMENT PROCEDURES.

- i. Keter shall pay Hauler with respect to any month of service within sixty (60) days from the last day of such month of service, provided Hauler has furnished Keter with accurate corresponding documentation as required pursuant to the terms, conditions and provisions of this Agreement as further outlined in Section III.
- ii. Notwithstanding any other term, condition or provision of this Agreement, Keter shall have the right, in its sole and absolute discretion, without any requirement of written or verbal notice to Hauler, to offset any amount or amounts of fees or other charges otherwise due Hauler under this Agreement with any amount or amounts due Keter (including, without limitation, any amount or amounts due Keter for recycling rebates when applicable) from Hauler and its affiliates.
- iii. Hauler expressly agrees to accept on a calendar month basis from Keter a Statement of Account outlining all sums due by Keter to Hauler for services provided in the preceding calendar month. The Statement of Account will be provided by Keter to Hauler in a format similar to the sample depicted on Exhibit A. Hauler shall not invoice Keter unless specifically requested by Keter in writing and any such invoices sent by Hauler without specific written request will not be processed for payment.

4. **TERM AND TERMINATION.**

- A. The Agreement shall begin and take effect on the Service Start Date, as referenced above in **Section I**, and continue until the Service End Date as indicated above in **Section I** (the "Original Term"). Should the Original Term of this Agreement expire, the terms, conditions and provisions contained and agreed to in this Agreement shall remain in full force and effect from month to month until Keter provides Hauler with written notice of termination (the Original Term and any and all month to month extensions of such Original Term pursuant to this sentence shall together be referred to in this Agreement as the "Term"). Keter reserves the right to terminate this Agreement for any reason or for no reason at all upon Keter providing thirty (30) days advance written notice by traceable delivery, to the Hauler. Notwithstanding any other term, condition or provision in this Agreement, Keter reserves the right to terminate this Agreement immediately (and without any requirement of giving advance notice or opportunity to cure to Hauler) in the event (a) Hauler breaches any term, condition, or provision contained in this Agreement, regardless of whether such term, condition or provision is material or immaterial in or to this Agreement; (b) the Owner or Managing Agent of the Property makes a demand upon Keter that the Hauler's service to the Property pursuant to this Agreement be terminated immediately; (c) the Owner or Managing Agent of the Property terminates Keter's services to the Property; or (d) the Hauler is adjudicated bankrupt or insolvent, petitions for a reorganization pursuant to any state or federal bankruptcy or insolvency act, is appointed a receiver or trustee, or otherwise admits in writing its inability to pay its debts when due.
- B. In the event of termination of this Agreement, Hauler agrees to remove, at its own expense, all Hauler-owned equipment from the Property on the date of termination of this Agreement. The date the termination shall take effect shall be expressly stated in the notice of termination. In the event Hauler removes any of the Hauler-owned equipment subsequent to receiving notice of termination but prior to the date such termination takes effect (such period of time referred to as the "Early Removal Period"), then Hauler shall be liable to Keter for any and all costs (including without limitation, legal, equipment rental, equipment repair and maintenance, insurance and other related costs) incurred by Keter in order to provide substitute equipment during the Early Removal Period. If Hauler-owned equipment is not removed by the Hauler on the termination date, then such equipment may be removed from the Property on the date subsequent to the date of termination by Keter at Hauler's expense and without liability to Keter.

5. **HAZARDOUS WASTE.** The only material to be managed by Keter and with respect to which the Hauler shall provide waste and/or recycling services at the Property consists solely of the current month's waste and recyclables generated by the Property, the Managing Agent of the Property, the tenants of the Property, and visitors to the Property; radioactive, volatile, highly flammable, explosive, toxic, special or hazardous material (all of which are herein referred to as "Potentially Harmful Materials") are excluded from such waste and recyclables and not to be managed by Keter and are not material with respect to which the Hauler shall provide waste and/or recycling services at the Property. The terms "special" and "hazardous materials" shall have the meaning used in applicable Federal, state or local laws, regulations or ordinances. Hauler hereby indemnifies the Property, the Owner of the Property, the Managing Agent of the Property, Keter, the tenants of the Property, and visitors to the property from any and all damages or injuries arising out of the acts of or failure to act on the part of the Hauler, its agents, employees, assigns, contractors or subcontractors, where such damages or injuries are the result of hazardous materials found or located on or in the Property (including, without limitation, on or in any waste and/or recycling equipment located at the Property) as a result of the acts of or failure to act on the part of the Hauler, its agents, employees, assigns, contractors or subcontractors in bringing such hazardous materials on or in the Property (including, without limitation, on or in any waste and/or recycling equipment located at the Property). In the event the Hauler, or any of its employees, officers, agents or contractors, obtains knowledge or information regarding any Potentially Harmful Materials (as described in this Section) on the Property or on or in any of the equipment (regardless of who the owner of such equipment is) located on the Property, then the Hauler, or such employee, officer, agent or contractor that shall have obtained such knowledge or information shall be required to immediately contact by telephone, as well as by either fax or electronic mail, Keter's Dispatch Department and advise them of same. In addition, upon such aforementioned knowledge or information being obtained, Hauler shall take no further action with respect to the Site at the Property and/or the specific unit of equipment (whichever may contain or have been exposed to Potentially Harmful Materials) without the express written authorization of Keter. This section shall survive the expiration or earlier termination of this Agreement.

6. **INSURANCE.** Hauler represents and warrants that at all times during the Term of this Agreement that it will have in effect all such insurance as required pursuant to this Agreement as set forth in **Exhibit B**.



7. **INDEPENDENT CONTRACTOR.** Hauler represents and warrants that it is an independent legal entity and, furthermore, that it is not an agent, affiliate, or employee of, or otherwise related to, the Property, the Owner of the Property, the Managing Agent of the Property, or Keter. No agent or employee of Hauler shall be deemed to be the employee or agent of Keter.

8. **SUBCONTRACTORS.** Hauler shall not be permitted to subcontract to any other individual, company or other business or entity any part or parts of the services to be provided by Hauler pursuant to this Agreement without the prior written consent of Keter.

9. **LEGAL COMPLIANCE.**

A. Hauler agrees in the performance of this Agreement to observe and comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to approved landfill and recycling sites, and further agrees to defend, indemnify and hold harmless the Property, the Owner of the Property, the Managing Agent of the Property, Keter, and the affiliates, officers, directors, shareholders, agents, vendors and employees of the Property, the Owner of the Property, the Managing Agent of the Property and Keter from and against any claims brought as a result of Hauler's failure to comply with any federal, state and local laws, rules and regulations, including failure to use federal, state and local approved landfill and recycling sites. In the event any litigation, suit or cause of action is commenced by anyone, including Hauler's agents, employees, contractors or subcontractors, arising out of or resulting from the acts or omissions or failure to act and/or failure of Hauler, its agents, employees, contractors or subcontractors to comply with the terms, conditions and provisions of this Agreement, then in such case Hauler unconditionally and without limitation agrees to immediately pay, upon presentation of invoices or other evidence of costs incurred, all legal fees, court costs, expert witness fees, out of pocket expenses and any other types of charges or costs incurred by (i) the Property, the Owner of the Property, the Managing Agent of the Property and Keter and (ii) the affiliates, officers, directors, shareholders, agents, vendors and employees of the Property, the Owner of the Property, the Managing Agent of the Property and Keter. This section shall survive the expiration or earlier termination of this Agreement.

B. All Hauler-owned equipment must meet all federal (including OSHA and ANSI), state and local laws and regulations for its operation and service and be installed with safety interlocks on usable doghouse doors: any equipment changes that are necessary to meet these laws and regulations will be at the Hauler's own expense. Hauler shall perform preventive maintenance, routine maintenance and repair all of the Hauler-owned equipment at the Property. If Hauler fails to properly maintain or repair the aforementioned equipment within twenty-four (24) hours of telephone notice, notice by electronic mail or notice by fax to Hauler from Keter of any defects or problems, Keter may hire another company to properly maintain or repair the Hauler-owned equipment at the Property, and the cost of such maintenance and/or repair shall be deducted by Keter from any fees or charges otherwise due Hauler by Keter.

10. **INDEMNIFICATION.** First, notwithstanding any other term, condition or provision in this Agreement, Hauler expressly agrees to defend, indemnify and hold harmless the Property, Keter, Keter's affiliates, the Owner of the Property, the Managing Agent of the Property, the tenants of the Property, and all visitors to the Property from and against any and all claims for loss or damage to equipment or property, or injury to and/or death of a person or persons, resulting or arising from or out of the use, operation and/or possession of any equipment situated at the Property while under the care, custody, control and/or service of the Hauler. Second, notwithstanding any term, condition or provision in this Agreement, Hauler agrees to indemnify, save harmless and defend the aforementioned individuals and companies, and also the affiliates, officers, directors, directors agents, vendors and employees of the Property, the Owner of the Property, the Managing Agent of the Property, Keter, and the tenants of the Property from and against any and all liabilities, claims, damages, fines, costs (including reasonable attorney fees), law suits or administrative proceedings, which any or all of them may incur, become responsible to defend or pay out, or which may otherwise arise as a result of the death or injury to any person, destruction or damage to property, or other damage arising from the acts or omissions or failure to act on the part of the Hauler, its agents, employees, contractors or subcontractors in or during the performance of the obligations of the Hauler under this Agreement. Third, Hauler further agrees to indemnify the Property, the Owner of the Property, the Managing Agent of the Property and Keter from any violation of any minimum governing recycling requirement enforced by Federal, state or local jurisdictions, if applicable. This section shall survive the expiration or earlier termination of this Agreement.

11. **NOTICES.** Any notice required or permitted by or in connection with this Agreement (with the exception of requests for pulls) shall be in writing and shall be made by hand delivery or by traceable delivery, signature required addressed to the respective party at the appropriate address set forth above or to such other address as may be hereafter specified by written notice by either party to this Agreement in accordance with this section. Notice shall be considered given as of the date of the hand delivery, one (1) business day after delivery to the overnight delivery service, or seven (7) business days after the date of mailing by traceable delivery, signature required, provided the giver of notice can establish that notice was given as provided

herein. Notices to be delivered to Keter should be addressed to Keter Environmental Services, Inc., 4 High Ridge Park, Suite 202, Stamford, CT 06905, Attn: Richard Plutzer.

12. **UNENFORCEABLE PROVISION.** Any provision of this Agreement which is unenforceable in any jurisdiction, shall as to such jurisdiction be inactive to the extent of such unenforceability without invalidating the remaining provisions of this Agreement and any such provision shall not be invalid or unenforceable in any other jurisdiction solely by virtue of being unenforceable in one jurisdiction.

13. **NO WAIVER.** The failure of Keter to insist upon strict performance of any of the terms and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances (a) shall not be considered to be a waiver by Keter of any requirement of performance by Hauler pursuant to the terms and conditions of this Agreement, and (b) shall not be considered a waiver of any right or rights of the Property, the Owner of the Property, the Managing Agent of the Property and Keter. Despite any failure of Keter to insist upon strict performance of any of the terms, conditions, and provisions of this Agreement, or to exercise any option herein conferred, all terms, conditions and provisions of this Agreement shall remain in full force and effect.

14. **DAMAGES.** Hauler shall be liable for any and all damages to the Keter-owned equipment and for all other damages to or incurred by the Property, the Owner of the Property, the Managing Agent of the Property, Keter, the tenants of the Property and visitors to Property including damages resulting from and without limitation to, cut hoses, concrete damage, power outages, enclosure damage and/or enclosure gate damage, building damage, and any direct retail loss of business, where such damages arise or occur as a result of the acts or omissions or failure to act on the part of the Hauler, the Hauler's employees, or the Hauler's suppliers, agents, or assigns. The cost of any damages for which Hauler is liable must be reimbursed or otherwise paid to damaged party within a two (2) week period from the date of occurrence. Should the Hauler not meet the two (2) week timeframe, the cost will be deducted from and offset against any amounts otherwise payable by Keter to Hauler during and after the expiration of the Term of this Agreement, and Keter shall have no liability to Hauler for any amounts so deducted from and offset against the amounts otherwise payable by Keter to Hauler.

15. **FORCE MAJEURE.** Keter shall not be deemed in default of this Agreement in the performance of its obligations due to (but not limited to) earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of Keter. If a force majeure event occurs, Keter shall have the right to immediately terminate this Agreement upon written or electronic notice provided to the other party in this agreement.

16. **SOLICITATION.** Hauler covenants and agrees that beginning on the first day of the Term of this Agreement, Hauler will not, under any circumstances (a) perform any services for or with respect to the Property and the tenants at the Property without the prior written approval of Keter, or (b) enter into any communication with or respond to communications from the tenants of the Property, the Owner of the Property, or the Managing Agent of the Property without first obtaining the prior written approval of Keter. In addition, and notwithstanding any other term, condition, or provision in this Agreement, Hauler shall not either directly or indirectly, on Hauler's own behalf or in the service of or on behalf of others: (i) solicit or attempt to solicit, divert or hire away any person employed by Keter; (ii) solicit or attempt to solicit, divert or hire away any person employed by the Owner or Managing Agent of the Property; (iii) engage in or attempt to engage in any communications, acquire, obtain, solicit or divert or otherwise make any effort of any type (including, without limitation, responding to any communication or solicitation by any person or entity who is a customer of Keter or related to the Owner or Managing Agent of the Property) to obtain as a customer any persons or entities who are customers of Keter or who are being serviced by Keter as of any day during the Term of this Agreement including without limitation the tenants of the Property, the Owner of the Property and the Managing Agent of the Property; or (iv) conduct any business with, provide any services to, or otherwise provide any benefits of any type to the tenants of the Property or to the Property itself without the prior written consent of Keter. The obligations set forth in this Section 16 shall survive any expiration or earlier termination of this Agreement and shall be fully enforceable for a period of one year from the date Keter is no longer providing services of any type to the Property, including providing services of any type to any tenants at the Property, unless otherwise agreed to by Keter in writing. Keter and Hauler each agree that if Hauler breaches its agreement with respect to any portion of this section, the extent of damages and injury suffered by Keter may be extremely difficult and burdensome to determine.

17. **CONFIDENTIAL INFORMATION.** Beginning on the first day of the Term of the Agreement, Hauler shall not disclose to any third party or use for its own financial gain any Confidential Information. For purpose of this section, Confidential Information shall include, without limitation, trade secrets, and research and development information; names, addresses, telephone numbers, contact e-mail addresses, contact persons in connection with any relationships between Keter and any persons or businesses, regardless of the nature of such relationships; compilations and lists of Keter's customers, including the dates on which contracts held by such customers with Keter will terminate and be subject to renewal or renegotiating; cost and price information on Keter's or Keter's customer's products and services; information regarding the vendors of Keter, including details regarding the services or products provided to Keter and the prices for such products and services; financial information with

respect to Keter's business; personnel data relating to Keter's employees, including compensation arrangements of such employees with Keter, and any other information which is legally considered "confidential" which information was learned or acquired while Hauler provided services to Keter, unless such Confidential Information has become or shall first become publicly available from sources other than Keter. The obligations set forth in this Section 17 shall survive any expiration or earlier termination of this Agreement and shall be fully enforceable for a period of one year thereafter. The only exception to the foregoing shall be disclosures required by a valid order or subpoena issued by a court or administrative agency of competent jurisdiction; and even then Hauler shall be bound to make every reasonable effort to notify Keter of such order or subpoena promptly following the receipt of the same and in any event before any such disclosure is made, in order that Keter may have an opportunity to protect its interest.

**18. REMEDIES.**

- A. Keter and Hauler acknowledge and agree that by virtue of (1) the duties of and responsibilities entrusted with the Hauler in connection with the services being provided by Hauler and under this Agreement and (2) the special knowledge of Keter's affairs, business, customers and operations that Hauler will obtain and possess pursuant to providing services to Keter under this Agreement, irreparable loss and damage will be suffered by Keter if Hauler should breach or violate any of the covenants and agreements contained in this Agreement, and Hauler further acknowledges and agrees that each of such covenants and agreements is reasonably necessary to protect and preserve the business of Keter. Hauler, therefore, agrees and consents that, in addition to any other remedies available to Keter, Keter shall unconditionally be entitled to an injunction to prevent a breach or contemplated breach by Hauler of any of the covenants or agreements contained in this Agreement; Keter shall also be entitled to reimbursement from Hauler of all legal fees, court costs, and other expenses incurred in order to obtain such injunction pursuant to this subsection. Hauler agrees and acknowledges that it has no right to legal fees, court costs, and other expenses related to any injunction proceedings. This subsection shall survive the expiration or earlier termination of this Agreement.
- B. The existence of any claim, demand, action or cause of action against Keter by Hauler, whether predicated upon this Agreement or otherwise, (1) shall not constitute a defense by Hauler to the enforcement by Keter of any of the covenants and agreements contained in this Agreement, and (2) shall not constitute a defense to the right of Keter to be entitled to an injunction to prevent a breach or contemplated breach by Hauler of any of the covenants or agreements contained in this Agreement, as well as the right of Keter to be reimbursed from Hauler for all legal fees, court costs, and other expenses incurred in connection with any mediation, arbitration or legal proceedings arising out of this Agreement. This subsection shall survive the expiration or earlier termination of this Agreement.
- C. Hauler agrees that Keter shall be entitled to receive reimbursement for any legal fees, court costs, expert witness fees, and other out of pocket expenses incurred in order to protect its rights under this Agreement whether or not Keter initiates or files a lawsuit in order to protect such rights; Hauler agrees that Keter may set off or deduct any of the aforementioned fees and expenses against any fees or charges otherwise payable by Keter to Hauler under this Agreement. Hauler agrees that under no circumstances shall it be entitled to reimbursement for any legal fees, court costs, expert witness fees, and other out of pocket expenses incurred in connection with any demands, claims or proceedings brought pursuant to this Agreement. This subsection shall survive the expiration or earlier termination of this Agreement.
- D. Notwithstanding any other term, condition or provision in this Agreement, Keter shall not under any circumstances (including, without limitations, damages arising as a result of a breach of this Agreement) be liable to Hauler for any consequential damages, incidental damages, indirect damages, special damages, punitive damages, lost profits, lost revenue, or loss of production.
- E. In the event Hauler knowingly or intentionally breaches any term, condition or provision of this Agreement, then in such case Hauler agrees that Keter shall be entitled to triple the actual damages suffered and proven by Keter as a result of such knowing or intentional breach. This subsection shall survive the expiration or earlier termination of this Agreement.

**19. PRIOR AGREEMENTS.** Hauler agrees that any and all contracts, agreements, and/or covenants in effect prior to or on the Service Start Date between the Hauler and the (1) Owner of the Property, (2) Managing Agent of the Property, and/or (3) mall tenants of the Property (as referred to in Section 1 ) shall from the first day after the date of the Service Start Date be null and void and without further legal force and effect. This section shall not apply to any written agreement that exists between the Hauler and an anchor tenant at the Property as of the date of this Agreement.

20. **GOVERNING LAW; VENUE.** This Agreement shall be deemed to have been made in and shall be construed in accordance with and governed by the laws of the State of Connecticut. All duties, rights and remedies of the parties hereunder shall be governed by the laws of the state of Connecticut, without regard to its choice of law principles or laws. Both parties to this Agreement hereby consent to the exclusive jurisdiction of the state and federal courts located in the state of Connecticut for any litigation relating to this Agreement. The parties agree that any disputes arising out of or related in any way to this Agreement, including a breach of this Agreement, shall be filed in the exclusive state or federal courts in Fairfield County, Connecticut. Neither party will argue that it is not subject to the jurisdiction of the Connecticut courts or that venue in Fairfield County, Connecticut, is improper.

21. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors, legal representatives and assigns.

22. **SEVERABILITY.** In the event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

23. **REMAINING OBLIGATIONS.** Any cancellation or termination of this Agreement by Keter shall not release Hauler from any outstanding obligations to Keter pursuant to this Agreement.

24. **ASSIGNMENT.** Notwithstanding any other term, condition or provision of this Agreement, this Agreement and any interest herein shall not be assigned, sublet, alienated, pledged or hypothecated voluntarily by Hauler or by operation of law. No approval shall be required from the Hauler in order for Keter to assign this Agreement.

25. **EFFECT OF AGREEMENT.** This Agreement shall supersede any and all agreements between Keter and Hauler with respect to the Property. The terms and conditions of this Agreement will retroactively commence as of the initial date of service by the Hauler with respect to this Property in the event such initial date of service precedes the Service Start Date set forth in this Agreement.

26. **EXHIBITS INCORPORATED.** Exhibits A & B are attached to this Agreement and are hereby incorporated into and made a part of this Agreement:

- Exhibit A – Statement of Account
- Exhibit B – Insurance

27. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties to this Agreement. Any change or modification of this Agreement must be in writing and signed by both of the parties hereto.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed by their properly authorized officers (each officer executing below hereby represents that his/her execution is duly authorized.)

**KETER ENVIRONMENTAL SERVICES, INC.:**

**HAULER:**

\_\_\_\_\_  
(Keter Authorized Signature)

\_\_\_\_\_  
(Hauler Authorized Signature)

\_\_\_\_\_  
(Print First / last Name)

\_\_\_\_\_  
(Print First / last Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

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

**EXHIBIT A**



**Statement of Account**

**Keter Environmental Services, Inc.**

101 W Washington Street, Suite 1000 East  
Indianapolis, IN 46204

**Month Summary**

Service Location:	Account #:
Service Address:	Statement #:
Vendor:	Date of Statement:
Vendor Address:	Billing Period:
	Auditor:
	Phone Number:

**On-Call Waste Hauls - Month**

Service Court	WO#	Service Date	Equipment	Weight (Tons)	Disposal Rate (Per Ton)	Costs	Amount
Not Assigned	P.22317.1143COT02012020.10	02/01/2020	CORR CHECKING R.02	0.77	\$0.00	Disposal Haul	\$0.00 \$0.00
<b>Subtotal</b>							<b>\$0.00</b>
Court 6	P.21046.11436T02052020.2	02/05/2020	6T	11.91	\$0.00	Disposal Haul	\$0.00 \$0.00
<b>Subtotal</b>							<b>\$0.00</b>
Court 2	P.21043.11432T02112020.2	02/11/2020	2T	10.53	\$0.00	Disposal Haul	\$0.00 \$0.00
<b>Subtotal</b>							<b>\$0.00</b>
Court 6	P.21046.11436T02192020.3	02/19/2020	6T	10.68	\$0.00	Disposal Haul	\$0.00 \$0.00
<b>Subtotal</b>							<b>\$0.00</b>

**On-Call Recycle Hauls - Month**

Service Court	WO#	Service Date	Equipment	Recycle Weight (Tons)	Contamination Weight (tons)	Rebate (Per Ton)	Costs	Amount
Court 6	P.21045.11436R02012020.3	02/01/2020	6R	1.9	0	\$0.00	Haul	\$0.00
<b>Subtotal</b>							<b>\$0.00</b>	
Court 6	P.21045.11436R02142020.4	02/14/2020	6R	1.71	0	\$0.00	Haul	\$0.00
<b>Subtotal</b>							<b>\$0.00</b>	
Court 2	P.18365.11432R02272020.2	02/27/2020	2R	4.85	0	\$0.00	Haul	\$0.00
<b>Subtotal</b>							<b>\$0.00</b>	
Court 6	P.21045.11436R02292020.5	02/29/2020	6R	1.98	0	\$0.00	Haul	\$0.00
<b>Subtotal</b>							<b>\$0.00</b>	

Scheduled Services - Month

Service Court	Schedule Type	Equipment	Content	Schedule Frequency	Service	Monthly Cost	Amount (Pro Rated)
Court 1	Permanent	8YD.FEL.R.1.02	Recycle	Weekly	MWFS	\$0.00	\$0.00
Court 1	Permanent	8YD.FEL.T.1.01	Waste	Weekly	MWFS	\$0.00	\$0.00
Court 4	Permanent	8YD.FEL.T.4.01	Waste	Weekly	MWFS	\$0.00	\$0.00
Court 4	Permanent	8YD.FEL.R.4.02	Recycle	Weekly	MTWRFS	\$0.00	\$0.00
Court 5	Permanent	6YD.FEL.T.5.01	Waste	Weekly	MWFS	\$0.00	\$0.00
Court 5	Permanent	6YD.FEL.T.5.02	Waste	Weekly	MWFS	\$0.00	\$0.00
Court 5	Permanent	8YD.FEL.R.5.03	Recycle	Weekly	MWFS	\$0.00	\$0.00

Summary - Month

On-Call Waste Hauls	\$0.00
On-Call Recycle Hauls	\$0.00
Scheduled Services	\$0.00
<b>Total</b>	<b>\$0.00</b>

SAMPLE

## EXHIBIT B

### INSURANCE

Hauler agrees that it shall purchase such insurance as required pursuant to this Exhibit B, shall furnish Keter a Certificate of Insurance in conformity with such insurance requirements, and furthermore agrees to perform and meet all such other requirements and conditions as set forth in this Exhibit B below:

1. Insurance Policy Requirements:

A. All policies of insurance shall be issued by insurance companies with a general policy holder's rating of not less than A- and a financial rating of not less than Class X as rated in the most current "Best's Insurance Reports" and licensed to do business in the state where the Property is located and authorized to issue such policy or policies;

B. All policies of insurance shall be written as primary policies not contributing with and not in excess of coverage that Keter, the Owner of the Property or the Managing Agent of the Property may carry;

C. Hauler shall have the right to insure and maintain the insurance policies required by this Agreement under blanket insurance coverage so long as such blanket insurance policies comply with the types and amounts of insurance and other requirements stated in this Agreement;

D. All policies of insurance procured by Hauler shall contain endorsements providing that such insurance may not be materially changed, amended or canceled with respect to any term, condition or provision of such insurance with regard to or in any way affecting Keter, the Owner of the Property and the Managing Agent of the Property except after thirty (30) days prior written notice from the insurance company to Keter, the Owner of the Property and the Managing Agent of the Property;

E. Hauler shall be solely responsible for the payment of all premiums under such policies and Keter, the Owner of the Property and the Managing Agent of the Property shall have no obligation thereof; and

F. The original policy or policies, or duly executed certificates for the same, shall be delivered to Keter, the Owner of the Property, and Managing Agent of the Property prior to the Service Start Date of this Agreement and upon renewals of such policies not less than ten (10) business days prior to the expiration of any such coverage.

2. Any insurance coverage required to be carried by Hauler pursuant to this Agreement shall not limit Hauler's liability under any provisions contained in this Agreement for any uninsured or underinsured damages, losses or costs of any type incurred by Keter, the Owner of the Property, the Managing Agent of the Property, the tenants of the Property and any visitors to the Property. Hauler is required to furnish proof of continuing coverage of all insurance required from Hauler under this Agreement at least seven (7) days prior to providing service to the Property (including the tenants of the Property). Proof, for purposes of this subsection, shall be comprised of a valid certificate of insurance in effect from a carrier and signed by same carrier that meets the criteria required of insurance carriers pursuant to this Agreement. Within forty-eight (48) hours of the receipt by Hauler of a notice from Keter of Keter's request for proof of continuing coverage of all insurance required from Hauler under this Agreement, Hauler shall be required to provide Keter with proof of continuing coverage of all insurance coverage required to be maintained by Hauler pursuant to this Agreement. Proof, for purposes of this subsection, shall be comprised of a valid certificate of insurance in effect from a carrier and signed by same carrier that meets the criteria required of insurance carriers pursuant to this Agreement.

3. Required Coverage Minimums:

A. Worker's Compensation: At all times during the Term of this Agreement, the Hauler, its contractors and its subcontractors shall maintain in effect statutory Workers' Compensation Insurance including Employer's Liability coverage as required by the state where the Property is located.

B. Liability Insurance: At all times during the Term of this Agreement, the Hauler, its contractors and its subcontractors shall procure and maintain, at Hauler's, its contractors' and its subcontractors' sole cost and expense (1) Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000.00 per occurrence and \$2,000,00.00 aggregate which insurance shall contain coverage for bodily injury, property damage, premises operations, contractual liability and contingent liability (and, if applicable, liability arising from excavation and underground collapse) for all operations of Hauler, its contractors and its subcontractors and shall name Keter, the Owner of the Property, and the Property's Managing Agent as additional insured's (as detailed below).

4. Required Additional Insureds (must be listed on the certificate): Keter Environmental Services, Inc.



5. Certificate Holder must be named as: Keter Environmental Services, Inc. 101 W. Washington Street, Suite 1000E, Indianapolis, IN 46204

6. Automobile Liability Insurance: At all times during the Term of this Agreement, the Hauler, its contractors and its subcontractors' sole cost and expense, an automobile liability policy with a minimum combined single limit of \$1,000,000.00; such policy shall include coverage for hired, owned and non-owned vehicles.

7. Excess Umbrella Coverage: At all times during the Term of this Agreement, the Hauler, its contractors and its subcontractors shall maintain the Umbrella/Excess Liability Policy with minimum limits not less than \$4,000,000 per occurrence.

8. Environmental Pollution Insurance: Pollution Coverage on an occurrence form basis, with minimum limits not less than \$5,000,000 per occurrence and in aggregate. This policy shall include the additional Insured Parties as additional named insured on a primary and non-contributory basis for all liability, claims, events, proceedings and suits arising out of, resulting from, or related to Keter's or its subcontractor's operations, acts, omissions, activities and/or presence at the property. This policy shall provide coverage for third party liability and clean-up costs.