

SOLID WASTE & RECYCLING MASTER SERVICES AGREEMENT

If incorporated by reference, these terms and conditions shall apply to providers of solid waste or recycling services (each a “Contractor”) to **Quest Resource Management Group, LLC** (“Quest”).

1. Services.

- a) Contractor shall comply with all local, federal, and provincial regulations and ordinances when performing the Services.
- b) Contractor shall comply with the Code of Conduct and Legal Compliance, available at https://www.questrmg.com/wp-content/uploads/2019/10/Quest_Code_of_Conduct.pdf, and as updated by Quest from time to time.
- c) Contractor shall dispose of all collected municipal solid waste ("MSW") and/or Recycling at a landfill and/or disposal facility that meets or exceeds all local, federal, and provincial regulations and standards.
- d) An estimated time of arrival (“ETA”) shall be received by Quest within 2 hours of the initial request for service. The Contractor agrees to provide 24-hour turnaround for all pickup calls and requests for placement of additional dumpsters or open top containers, except when the call or request is made on a weekend or holiday when a hauling district/disposal area is closed, in which case Contractor agrees to provide priority Services on the next business day.
- e) Contractor agrees to provide priority service to locations that fall under this Agreement, in cases of emergency. This includes, but is not limited to, the delivery of additional containers and equipment, hauling and disposing. Cases of emergency are circumstances beyond normal business operations, such as faulty or broken equipment, power outages, and excessive product loss due to failed equipment and/or natural disasters.
- f) The Contractor is expected to have resources available that would allow a smooth transition of service to Contractor if a prior hauler breaches their contract. This would require Contractor to be capable of providing hauling Service within a 24-hour period.
- g) If a service location contacts Contractor directly, then Contractor shall refer the service location to Quest at 1- 877-321-1811. All aspects, including pricing, of this Agreement, any Scope of Work and/or any Schedule A are confidential and should not be shared or disclosed with another third party including the service location.
- h) If Contractor causes a service disruption that is due to their actions, Contractor is responsible for any man hours or other charges related to the service disruption.
- i) Contractor must return the waste equipment to the same spot at the service location from where it was prior to servicing unless otherwise specified by Quest.
- j) Contractor must also return waste equipment to the service location empty, and in the same condition as before it was hauled.
- k) If Contractor discovers contamination, Contractor will notify Quest within 24 hours and provide pictures of contamination.
- l) Contractor shall be responsible for any and all damages that occur while providing Services in accordance with this Agreement.
- m) Except for clean, non-hazardous recyclable material, title to waste material or hazardous material of any kind shall either (i) pass from Quest’s Client to the Contractor when it is collected by Contractor, or (ii) pass from Contractor to Quest’s Client when the same is delivered to Quest’s Client. For avoidance of doubt, except for clean, non-hazardous recyclable material, Quest shall never be considered an owner, bailee or hauler of any solid waste, hazardous waste, equipment or material.

2. Compensation.

- a) Quest shall pay Contractor the fees set forth on Schedule A issued by Quest. The service fees represent the exclusive compensation due to Contractor from Quest under this Agreement, including all Landfill Charges. Contractor shall be solely responsible for costs related to any “Locking Cans”, fuel charges, and all taxes, including sales, county, franchise, state, federal, tariff or any other tax, fee or surcharge of any taxing authority, costs incurred by Client due to Contractor neglect, and for all other costs incurred by Contractor in providing the services. The service fees shall be fixed during the initial term of each Schedule A. Any proposed change in service fees must be submitted in writing by the party proposing the change to the other party no less than ninety

(90) days before the expiration of the initial term or any extension of each Schedule A. Unless the party proposing a change in the service fees is notified in writing by the other party that it does not agree to the change, at least forty-five (45) days prior to the initial term or extension of each Schedule A, the proposed change shall take effect for the next extension.

- b) On each invoice to Quest, Contractor must submit on, or with, each invoice the following information:
 - 1) Date of Service (which includes Invoice Date, Service Date (if ticketed service), and Service Range (ex. Standard monthly service))
 - 2) Service Location (which includes Service Address, Site Number, and Site Name)
 - 3) Service Level
 - a. Service Description (Equipment type, Equipment size, Equipment Qty, Waste Stream, and Frequency)
 - b. Service Category (which includes, but is not limited to compactor haul, compactor disposal, open top dumpster delivery, open top dumpster haul, and/or open top dumpster disposal)
 - c. Weight of MSW and/or Recycling disposed or recycled (If Applicable)
 - d. "Construction" label added for construction related services (If Applicable)
 - e. Quest Purchase Order number for ticketed services (If Applicable)
 - 4) Itemized list of contracted costs for each service
- c) If Contractor does not include the information from clause 2.b. on, or with the invoice to Quest, Quest is not obligated to pay for the service.
- d) Quest will not pay late fees.

3. **Payment Terms.**

- a) Payment terms for Services will be Net 60 days from date Quest receives an accurate invoice. Quest has no obligation to pay Contractor according to the payment terms reflected on an invoice if they differ from the agreed to payment terms in this Agreement.
- b) Contractor will promptly submit invoices to Quest on an as serviced basis. Quest will have no obligation to pay Contractor's invoices that are submitted to Quest more than forty-five (45) days after Contractor has completed the Services described on the invoice. Contractor agrees that any services not invoiced within forty-five (45) days after Contractor has completed the work described on the invoice shall not be billed to Quest.
- c) Contractor agrees that payment for dispatched and or additional services must have a Purchase Order number issued by Quest. Payments will not be made on services performed without a Quest Purchase Order number for that service.
- d) Contractor cannot put Quest on stop service unless given prior notice of stop service after the expiration of the sixty (60) day payment term and an additional fifteen (15) day cure period after Quest's receipt of such notice.
- e) Quest reserves the right to request electronic invoicing.
- f) Commodity payments are to be paid by Contractor to Quest within fifteen (15) days from the end of the month of service with weight tickets attached (if not previously provided during the month). Quest retains the right to net any rebates, commodity payments, or other amounts that may be owed by Contractor to Quest under this Agreement. The right to off-set any amounts due by Contractor to Quest shall not cause Quest to incur any additional fees.

4. **Reporting.**

- a) Contractor must generate and submit to Quest an activity report that lists the Sites at which scheduled Services have been performed including the required exception reporting regarding any services that could not be performed in accordance with Quest's designated reporting template. Please see the Reporting Template, Attachment A, for details on the required information and formatting. This report is submitted electronically to Quest by the 5th of the month.
- b) As requested, and directed by Quest, Contractor agrees to utilize the electronic upload processes whether via email submission to Accounting@QuestRMG.com or via Quest Vendor Portal upload.
- c) Quest requires weight or tonnages to be included on the invoice and Purchase Order invoices for requested service of Roll-off Containers, as well as any required documentation stated on any Scopes of Work. Quest reserves the right to request and obtain copies of actual weight or disposal tickets for services provided. Contractor will provide such weight or disposal tickets within one (1) business day of written request or on such recurring basis as may be requested by Quest.

5. **Term and Termination.** This Agreement shall commence on the date executed by an authorized officer of Quest (the “Effective Date”) and shall continue until terminated in accordance with this Agreement. Quest may terminate this Agreement due to Contractor breach of Agreement or if due to Quest's Client discontinues the use of Quest's services. If Contractor breaches this Agreement or any Scope of Work or Schedule A under it, Quest shall give Contractor ten (10) days to cure such breach. Quest reserves the right to terminate the contract, for any reason, with thirty (30) days’ written notice of termination to the Contractor.
6. **Insurance.**
- a) By accepting and signing this Agreement the Contractor acknowledges the need and will keep current the appropriate level of insurance mandated by state and local requirements, as well as any requirements set forth on this Agreement.
 - b) Contractor shall maintain in full force and effect insurance of the following kinds and amounts, and meeting such other requirements as set forth below.
 - 4) Statutory Workers’ Compensation and Employer’s Liability coverage for all of its employees, including occupational disease coverage, as required by applicable law and employer’s liability with limits of at least \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease in the aggregate.
 - 5) General Liability Insurance written on an “occurrence” basis with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage in a form providing coverage not less than a standard commercial general liability policy including hazards of operation coverage, broad form property damage liability coverage, products/completed operations coverage and coverage for insured contracts with liability limits equal to at least the limits in this section.
 - 6) Automobile Liability including protection for automobiles and trucks used by Contractor either on or away from the Service Locations at which Services are provided, with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. The policy shall include coverage for all hired, owned and non-owned vehicles and also shall be endorsed to include a waiver of subrogation in favor of Quest.
 - 7) Errors and Omissions in such amounts as Quest may require. Contractor will provide additional liability limits of at least \$2,000,000 per occurrence, either through an umbrella or excess policy, such policy to be excess to the underlying commercial general liability and auto insurance policies.
 - 8) Pollution Legal Liability including Sudden and Accidental and Gradual. Contractor shall provide proof of pollution legal liability coverage including sudden and accidental and gradual with certificate holder named as additional insured as evidenced by attached endorsement or blanket additional insured coverage provided by the policy with limits of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
 - 9) Umbrella or Excess Liability. Contractor shall provide proof of umbrella or excess liability coverage above the preceding coverages with minimum limits of \$1,000,000 per occurrence. Coverage shall be follow-form.
 - c) Contractor shall furnish Quest with a certificate of insurance as satisfactory evidence of the required insurance prior to the commencement of the Services. Each policy, except Workers’ Compensation, shall name “Quest Resource Management Group, LLC affiliates and subsidiaries” as an additional insured. Contractor shall waive all rights of subrogation against Quest, its officers, directors and employees. Contractor’s coverage will be primary and non-contributory and with an insurance carrier maintaining an AM Best rating of no less than A VII.
7. **Miscellaneous.** During the term of this Agreement, and for a period of 24 months after the later of the expiration or termination of this Agreement (including all renewals or extensions as well as any subsequent or alternative relationship between the parties or any of their respective subsidiaries or affiliates) Contractor agrees to not circumvent any business arrangement and not pre-empt, solicit, attempt to obtain, accept, service, interfere with, improperly diminish, or otherwise seek direct or indirect control of any existing or prospective advantage of Quest (nor to allow or enable any such action by a third party) pursuant to this Agreement. Without limiting the generality of the foregoing, Contractor agrees not to, directly or indirectly, on its own behalf or on behalf of any person or entity, negotiate, interfere with, compete against, or enter into or consummate any business transactions with or as to any of Quest's business partners, principals, employees, agents, clients, customers, or prospects pursuant to this Agreement (including all renewals or extensions as well as any subsequent or alternative relationship between the parties or any of their respective subsidiaries or affiliates).