



MESSAGE TO THE CUSTOMER FROM THE NEW YORK CITY BUSINESS INTEGRITY COMMISSION (THE "COMMISSION"):

THE COMMISSION REGULATES THE PRIVATE CARTING INDUSTRY IN NEW YORK CITY, INCLUDING CONTRACTS THAT CARTING COMPANIES OFFER TO THEIR CUSTOMERS. PLEASE NOTE THAT YOU ARE NOT REQUIRED TO SIGN A WRITTEN CONTRACT, AND YOU MAY NEGOTIATE WRITTEN TERMS OF YOUR OWN. YOU HAVE THE RIGHT TO CHOOSE FROM AMONG MANY CARTING COMPANIES, AND IT IS UNLAWFUL FOR A CARTING COMPANY TO PRESSURE OR FORCE YOU TO ENTER INTO A CONTRACT.

YOU HAVE MANY IMPORTANT RIGHTS UNDER THE LAW, AND NOT ALL OF THEM ARE SET FORTH IN THIS CONTRACT. IF YOU HAVE ANY QUESTIONS EITHER ABOUT YOUR RIGHTS OR ABOUT A PARTICULAR CARTING COMPANY, OR IF YOU WISH TO MAKE A COMPLAINT, YOU SHOULD CONTACT THE COMMISSION AT 212.676.6300.

THE COMMISSION SUGGESTS THAT YOU SEEK COMPETITIVE BIDS FROM SEVERAL DIFFERENT CARTING COMPANIES BEFORE SIGNING A CONTRACT LIKE THIS ONE. YOU MAY CONTACT THE COMMISSION FOR A LIST OF CARTING COMPANIES.

NOTE: Under New York City law, a weight based rate cap is set at \$15.89 per 100 pounds of refuse; the volume based rate cap is set at \$24.21 per loose cubic yard. THE CUSTOMER IS ENTITLED TO NEGOTIATE A RATE LOWER THAN THE MAXIMUM. THE CUSTOMER MAY ALSO NEGOTIATE A DIFFERENT RATE FOR RECYCLABLES THAN FOR NON-RECYCLABLES. "Construction and Demolition" waste and covered electronic equipment are not subject to the city's rate cap.

Customer Name ("The Customer") _____

Service Location (Business Name) _____

Street No. & Name (Billing Address) _____

Street No. & Name (Service Address) _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Telephone _____ Billing E-mail Address _____

E-mail Address _____

Customer Representative's Name & Title _____

CONTRACT LENGTH: This Contract Will Begin On _____ And Will Terminate On _____

Note: By Law, The Length Of This Contract May Not Exceed 24 Months.

TERMS OF SERVICE: The carting company will pick up the customer's waste material at the service location above on the following days. Pick up times are between 8pm and 7am.
Place your waste material outside the night before the day that is checked.

FEE FOR SERVICE: The customer agrees to pay Boro-Wide Recycling a flat fee. The total flat fee stated below has been calculated by multiplying the quantity of waste (in cubic yards or pounds of waste per month) generated by the customer and agreed to by the customer or during a requested survey period, by a negotiated rate (in dollars per cubic yard or per pound).

AGREED UPON OR SURVEYED QUANTITY OF WASTE: Boro-Wide Recycling, if requested by the customer or of its own accord conducts a survey, will provide the results to the customer. If the customer disagrees with the survey results, Boro-Wide Recycling will offer the customer an opportunity to participate in a further survey. A customer shall have the right to have their service fee determined by a survey provided at no charge by Boro-Wide Recycling.

The negotiated service rate(s) and pick up days on which the total flat fee are based as follows:

Other Remarks: _____

SOLID WASTE:

Rate: \$ _____ per cubic yard or Rate: \$ _____ per pound. Loose: # of bags per pickup _____
 Quantity: _____ cubic yards per month or Quantity: _____ pounds per month. Container: Size _____ Quantity _____
 S/W Monthly Fee: \$ _____ or S/W Monthly Fee \$ _____ Size _____ Quantity _____
 Maximum weight _____ lbs/month S/W Pick Up Days: **M _ T _ W _ TH _ F _ S _** Ô [] [] te Owned By: Á _____
 BWR: _____ Customer: _____

CARDBOARD/PAPER:

Rate: \$ _____ per cubic yard. Loose _____ Container _____
 Quantity: _____ cubic yards per month. Container Size _____ Quantity _____
 C/P Monthly Fee: \$ _____ C/P Pick Up Days: **M _ T _ W _ TH _ F _ S _** Ô [] [] te Owned By: Á _____
 BWR: _____ Customer: _____

METAL/GLASS/PLASTIC:

Rate: \$ _____ per cubic yard. Loose _____ Container _____
 Quantity: _____ cubic yards per month. Container Size _____ Quantity _____
 MGP Monthly Fee: \$ _____ MGP Pick Up Days: **M _ T _ W _ TH _ F _ S _** Ô [] [] te Owned By: Á _____
 BWR: _____ Customer: _____

MIXED RECYCLABLES:

Rate: \$ _____ per cubic yard. Loose _____ Container _____
 Quantity: _____ cubic yards per month. Container Size _____ Quantity _____
 MR Monthly Fee: \$ _____ MR Pick Up Days: **M _ T _ W _ TH _ F _ S _** Ô [] [] te Owned By: Á _____
 BWR: _____ Customer: _____

COMPOSTING/ORGANICS:

Rate: \$ _____ per pound. Tote Size: 35 ___ 64 ___ 96 ___ gallon
 Quantity: _____ pounds per month. Number of Totes _____ Price Per Tote \$ _____
 C/O Monthly Fee: \$ _____ C/O Pick Up Days: **M _ T _ W _ TH _ F _ S _** Ô [] [] te Owned By: Á _____
 BWR: _____ Customer: _____

TOTAL FLAT FEE: The total flat fee for all services is \$ _____ per month (calculated by multiplying the quantity by the rate for each service) **NOT INCLUDING SALES TAX.**

The Total Flat Fee rate will be subject to a _____ percentage increase beginning on year two if the contract length is greater than 12 months. Boro-Wide Recycling will bill the customer on a _____ monthly or _____ weekly basis (select one). Payment is due upon receipt. Invoices will be emailed to the email address provided above.

TERMS AND CONDITIONS

Services Rendered. Boro-Wide Recycling agrees to furnish all the solid waste collection and recycling services and customer ("customer") agrees to make the payments as provided for herein and abide by the terms and conditions of this agreement.

Binding Effect. This agreement is a legally binding contract on the part of both Boro-Wide Recycling and customer in accordance with the terms and conditions set forth herein. This binding agreement cannot be terminated until the end of the contract. If a customer terminates the contract, the customer is responsible to pay for duration of contract, and/or any attorney fees incurred by Boro-Wide Recycling. The customer will pay any money owed within 30 days after receiving notification of the amount due. Any amounts not paid by such time will be subject to a late fee of 1% per month on the outstanding balances.

Terms. This agreement is for a maximum term of two (2) years from the effective date as noted earlier in this agreement.
Terms of Payment. Customer shall pay Boro-Wide Recycling on either a monthly or weekly basis, as noted earlier in this agreement, for the services and/or equipment furnished by Boro-Wide Recycling in accordance with the charges and rates provided for herein. Payments shall be made by customer to Boro-Wide Recycling upon the receipt or an invoice from Boro-Wide Recycling. No discounts are allowed. Interest shall accrue at 1% monthly on all open balances not paid within 30 days.

Changes and Cost Increases. Because disposal, fuel, taxes and environmental fees ("cost increase") are a significant portion of the cost of the services provided hereunder, Boro-Wide Recycling may increase the charges proportionally to reflect any increases in such costs. An increase may also be charged from time to time to reflect increases in the consumer price index. Customers will receive fourteen (14) days written notice before any aforementioned increase shall be implemented. Any changes require customer approval. Any changes to the frequency of collection service or the amount, capacity or type of equipment used may be agreed upon verbally, in writing, or by the actions and practices of the parties. Not with standing anything in this paragraph to the contrary, the rates will not exceed the maximum rate set by the Business Integrity Commission.

Waste Material. The waste material to be collected and disposed of by Boro-Wide Recycling pursuant to this agreement is solid waste or recyclable material generated by the customer.
Solid waste means garbage, refuse, residue, and other waste materials resulting from industrial, commercial and agricultural operations and from other community activities. The customer will not deliver for collection, nor will Boro-Wide Recycling accept any dangerous materials including but not limited to radioactive materials, explosives, ordinance items, corrosives, oxidizing agents, medical wastes, hazardous wastes or used cooking oil, grease trap waste, etc. ("Unacceptable waste") or hazardous wastes as designated by the United States Environmental Protection Agency, New York State Department of Conservation, the New York City Department of Sanitation and/or the New York City Business Integrity Commission.

After removing the customer's waste Boro-Wide Recycling will return any container or receptacle that contained the waste to a place inside or in the rear of the premises of the service location. If this is not possible, Boro-Wide Recycling will place the container or receptacle against the building line. Boro-Wide Recycling will keep the sidewalk, lagging, curbstone, and roadway abutting the waste collection area free from obstruction, garbage, litter, debris and other offensive material resulting from its activities.

Boro-Wide Recycling shall acquire title to the acceptable solid waste when such waste is loaded in Boro-Wide Recycling's trucks. Title to and liability for unacceptable waste and hazardous waste shall remain, however, with the customer and the customer agrees to defend, indemnify and hold harmless Boro-Wide Recycling from and against any and all damages, penalties, fines, and liabilities, resulting from or arising out of the delivery for collection of unacceptable materials of any nature whatsoever.

Liability for Equipment. Boro-Wide Recycling will be responsible for maintaining the equipment provided to the customer, by Boro-Wide Recycling, in good working order. Boro-Wide Recycling shall, upon request from a customer, repair defects of Boro-Wide Recycling equipment that occur as a result of normal wear and tear. Customer owned equipment that requires maintenance, or repairs to damages that occur as a result of normal wear and tear and during the course of emptying the equipment, will be the sole responsibility of the customer. The customer will be responsible for the safekeeping and cleaning of all Boro-Wide Recycling equipment on the customer's premises. The customer shall be liable for the costs to repair or to replace, whichever is less, damaged or destroyed Boro-Wide Recycling equipment resulting from the negligence of the customer. Damage to equipment includes but is not limited to burning a container, bending or denting a container, breaking off or bending wheels on a container. Customers shall not alter or in any way modify Boro-Wide Recycling equipment.

Damage to Property. Customer acknowledges that Boro-Wide Recycling shall not be liable for any damages to pavement or driving surface resulting from its trucks servicing an agreed upon area unless attributable to the sole negligence of Boro-Wide Recycling.

Excused Performance. Customer acknowledge that Boro-Wide Recycling shall not be liable for its failure to perform hereunder by reason of the occurrence of events and/or contingencies beyond the control of Boro-Wide Recycling including, but not limited to, strikes, riots, fires, and acts of God.

BIC Decal. The customer will post a City of New York decal conspicuously on the front of its premises. Boro-Wide Recycling will supply the customer, free of charge, a decal that complies with all legal requirements. In the event that this decal is not posted properly or removed, Boro-Wide Recycling is not responsible for any violations incurred and recommends customer to contact Boro-Wide Recycling immediately for a replacement decal.

Recycling. The customer will source separate its recyclable waste as required by New York City Department of Sanitation rules. The customer should familiarize itself with its recycling obligations and may contact the department of sanitation with questions concerning recycling and waste prevention opportunities in the workplace or visit their website at http://www.nyc.gov/html/dsny/html/rules_reg/rules_reg. You may also call 311. The customer may also decide to recycle and source separate more than is required by law.

Miscellaneous. If any conflicts exist in this agreement, terms which are printed and those which are typed or written, the typed or written language shall govern. This agreement shall be binding on the other parties and their successors and assigns. Upon approval of the BIC, this contract may be assigned at any time by Boro-Wide Recycling without the consent of the customer. The representations, warranties and indemnifications contained herein shall survive the termination or assignment of this agreement. Any changes to the terms of the written contract must be made in writing and signed by both the customer and Boro-Wide Recycling.

If the Maximum Rate is Increased by the City of New York.

The customer price will be increased the same percentage.
 This contract will become binding and effective only after it is dated and signed by Boro-Wide Recycling and the customer or the customer's authorized representative. Any change of any term or condition of this contract must be made in writing, dated and signed by Boro-Wide Recycling and the customer or the customer's authorized representative before the term.

Customer Waiver of Survey - Please Read Carefully -

I agree with the estimate of the amount of refuse recyclable materials composting/organics materials generated by my business or by the business I represent, and waive my right to have a waste stream survey conducted by Boro-Wide Recycling or trade waste broker completing this form. This waiver does not prevent me from negotiating a monthly fee with Boro-Wide Recycling or broker, it only affirms Boro-Wide Recycling or broker's estimate of the volume/weight of my business' refuse. I retain the right to request an actual weighing of my business's refuse twice each year if I think the original estimate has become inaccurate.

Customer Initials _____

Date: _____

Customer Agrees to the above Terms:

BORO-WIDE RECYCLING

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____