



A LOCAL COMPANY PROVIDING LOCAL SERVICE
3 YEAR RESIDENTIAL SERVICE AGREEMENT

2400 CHIPMAN STREET
 KNOXVILLE, TN 37917
 (865) 522-0078

Account # _____
 Date Received _____

PLEASE SIGN AND RETURN WITH PAYMENT TO BEGIN SERVICE.

SERVICE INFORMATION	BILLING INFORMATION IF DIFFERENT FROM SERVICE ADDRESS
NAME _____	CUSTOMER NAME _____
STREET ADDRESS _____	STREET ADDRESS _____
CITY _____ STATE _____	CITY _____ STATE _____
ZIP _____	ZIP _____
EMPLOYER _____	
HOME PHONE _____	
\$25.00 SETUP FEE AND 1ST QTR MUST BE PAID IN ADVANCE TO BEGIN SERVICE.	

INDICATE DESIRED SERVICE LEVEL BY CHECKING APPROPRIATE BOX

<input type="checkbox"/>	Curbside Service with one Waste Connections Cart provided at the initial rate of \$18.00 per month (54.00 per Qtr.) plus current fuel and material surcharge . \$62.29
<input type="checkbox"/>	Curbside Service with one Waste Connections Cart/Recycle Bin provided at the initial rate of \$22.00 per month (66.00 per Qtr) plus current fuel and material surcharge. There is a one-time charge of \$12.00 for each recycle bin and this bin becomes property of the customer. \$77.29

CONTRACT TERMS AND CONDITIONS ARE EFFECTIVE WHEN INITIAL THREE (3) MONTH PAYMENT IN ADVANCE IS RECEIVED BY WCI

TERMS AND CONDITIONS

Customer grants to the undersigned, Waste Connections of TN, Inc., hereinafter referred to as the Company, the exclusive right to collect and dispose of all of Customer's Waste Materials (which include recyclable materials) and agrees to make the payments as provided for herein and the Company agrees to furnish such services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE I

WASTE SERVICES PROVIDED

WCI will provide once-a-week pick-up of your waste materials on the service day specified by WCI, provided the waste material is out at curbside by 7:00 a.m. WCI will pick up household garbage in containers up to 30 gallons; grass and leaves in plastic bags at the curb; extra bagged garbage at the curb; trimmings tied in small bundles of 4 feet at the curb; and white goods (water heaters, refrigerators, etc.) at the curb (freon MUST be removed). WCI will NOT enter any enclosure, basement, etc. to pick up waste; will NOT pick up more than one family at a location; will NOT pick up dirt, rock, concrete, animal cadavers, excrement, auto parts, building materials, tires, poisons, acids, caustics, batteries, explosives, paint, motor oil, infectious waste (needles, syringes, etc.), hazardous waste or other dangerous materials. WCI will NOT make a special trip to collect waste that was not out by 7:00 a.m.

ARTICLE II

RECYCLING SERVICES PROVIDED

If selected, WCI will pick up your recyclables every other week on the service day specified by WCI, provided the recyclables are out at curbside by 7:00 a.m. WCI will pick up plastic containers marked with a 1 or 2, aluminum cans, steel food containers, glass bottles and jars, and newspapers. Customer shall RINSE containers and REMOVE all caps, lids and neck rings prior to pick-up. WCI will NOT recycle automotive or chemical containers, plastic or aluminum wraps, window glass, light bulbs, mirrors, drinking glasses, magazines, phone books, milk cartons or any other paper products.

ARTICLE III

HOLIDAYS

WCI observes the holidays of Thanksgiving and Christmas only. If your pick up day falls on or after the holiday, for that holiday week only, your pick up day will be the following day, including Saturday.

ARTICLE IV

CART PROVIDED

Within two (2) weeks of WCI's receipt of Customer's executed Service Agreement, WCI shall furnish Customer with a 96 gallon trash container for residential solid waste. Customer acknowledges that the cart is the property of WCI and that Customer has care and custody of the container except when it is physically being handled by employees of WCI. If the cart is lost, stolen or destroyed while in the customer's possession, customer agrees and understands that he is responsible to reimburse WCI for the cost of repairing or replacing the cart (not to exceed \$75), WCI requests that the customer retain the serial number of the cart for Customer's records.

ARTICLE V

TERM

The initial term of this agreement is THREE YEARS from the date of agreement. This agreement shall automatically renew for successive three year terms unless either party shall give written notice of termination by certified mail to the other party at the addresses listed in this contract, at least sixty (60) days prior to the initial term or any renewal term. In the event the Customer terminates this agreement prior to its expiration, Customer agrees to pay a container removal charge (not to exceed \$75 and liquidated damages(see ARTICLE VIII). Term expiration may be accelerated by WCI in the event customer relocates Customer's residence outside the service area of WCI.

ARTICLE VI

RATE ADJUSTMENTS

The initial rate will remain the same for at least one year from the date of the agreement. Any rate increase excluding surcharges will not exceed the CPI-U (all items) during the initial and any renewal terms of the agreement. Notwithstanding the foregoing, all rates are subject to a fuel and material surcharge.

ARTICLE VII

PAYMENTS

Payment shall be made by customer upon receipt of an invoice from WCI. If the customer fails to make payment within 45 days of the invoice date, service will be suspended and the WCI CART will be picked up at the convenience of WCI and Customer will be in breach of this agreement.(see ARTICLE VIII)

ARTICLE VIII

LIQUIDATED DAMAGES

In the event the Customer terminates this Agreement prior to the expiration, of its then current term other than as a result of a breach of this Agreement by the Company under Article IX or the Company terminates this Agreement for Customer's breach of this Agreement under Article IX (including nonpayment), Customer agrees to pay to the Company as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay the average of its most recent six monthly charges multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay the average of its most recent six monthly charges multiplied by the number of months remaining in the term. Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to the Company in such event is estimated to be in the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. In the event Customer fails to pay the Company all amounts due under this Agreement, or fails to perform its obligations hereunder, and the Company refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by the Company as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

ARTICLE IX

SUSPENSION AND TERMINATION FOR CAUSE

If, during the term of this Agreement, either party shall be in breach of any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination: which shall become effective upon receipt of such notice

ARTICLE X

EXCUSED PERFORMANCE

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder except for the payment of service fees owed due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God including snow and ice, which at Company's discretion, constitute unsafe working conditions for its employees.

ARTICLE XI

BINDING EFFECTS

This Agreement is a legally binding contract on the part of both the Company and Customer and their respective heirs, successors and assigns, in accordance with the terms and conditions set out herein the interpretation of which is governed by the laws of Tennessee. Customer may not assign this Agreement without WCI's prior written consent.

ARTICLE XII

ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. The parties may only amend this Agreement pursuant to a writing signed by both parties or pursuant to changes in the service levels and/or rates the acceptance of which is evident by the actions and practices of the parties.

CUSTOMER SIGNATURE _____

DATE: _____