



**Groot Industries**  
groot.com  
Established 1914

**Groot North**  
Round Lake Park, IL 60073  
877-404-7668

**Groot West**  
West Chicago, IL 60185  
877-775-1200

WHITE  
YELLOW  
PINK ORIGINAL  
CUSTOMER COPY  
SALES COPY

**Groot South**  
McCook, IL 60525  
888-485-0900

**Groot Milwaukee**  
Milwaukee, WI 53224  
262-369-8232

76086

**Groot East**  
Elk Grove Village, IL 60007  
800-244-1977

TERRITORY REP Louis

EFFECTIVE BILLING DATE 7-1-2017

NEW / EXISTING ACCOUNT NO. 604577000

INVOICE TO					SITE LOCATION						
CUSTOMER NAME	<u>Palatine Township Offices</u>				SITE NAME	<u>Same</u>					
ADDRESS	<u>721 S Quentin Rd</u>				ADDRESS						
CITY / STATE / ZIP	<u>Palatine IL 60067</u>				CITY / STATE / ZIP						
TEL NO.	<u>847-358-6135</u>	FAX NO.			TEL NO.			FAX NO.			
CONTACT	<u>Ken Cooper</u>		TITLE			CONTACT			TITLE		
P.O. #					E-MAIL						

NEW SERVICE DESCRIPTION										ROUTING							SERVICE CHARGES	CODES	
QTY	SIZE	FREQ	TYPE	LOCK	CUST OWN	TRASH	REC	ROLL-OFF		M	T	W	TH	F	S	SU	ROUTE NUMBER		
1	84	1x	S			X						X					107	MONTHLY GARBAGE	129.31
2	64	1x	S				X					X					506	MONTHLY RECYCLING	71.79
3	954	1x	S				X					X					506	EXTRA YARD CHARGE	
4																		OTHER	
5																		COMPACTOR/EQUIPMENT	
6																		TONNAGE/TRANS/FLAT RATE	

EQUIPMENT DEL. DATE There START SERVICE DATE 7-1-2017

DELIVERY INFO \_\_\_\_\_

STOP INFO \_\_\_\_\_

COMMENTS \_\_\_\_\_

Rate guaranteed for one year, increases thereafter not to exceed 3% yearly.

See Terms on other side

ENERGY/ENVIRONMENTAL FEE	Y	<u>None</u>
DELIVERY/LOCK CHARGE		<u>None</u>
CONTAINER FEE		

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER HAS FULL AUTHORITY TO DO SO AND HE / SHE FULLY UNDERSTANDS THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON REVERSE SIDE

FULL NAME SHARON KHANDELA - JOHNSON TITLE SUPERVISOR

(PRINT)

AUTHORIZED SIGNATURE [Signature]

SELECT ONE: INDIVIDUAL / CORPORATION / PARTNERSHIP

LIMITED LIABILITY COMPANY / SOLE PARTNERSHIP

DATE 2/28/17

**GROOT INDUSTRIES, INC.**

(AUTHORIZED SIGNATURE) [Signature]

DATE 3-9-2017

Pay on-line at: [www.groot.com](http://www.groot.com)

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

"FOR OFFICE USE ONLY" APPROVAL \_\_\_\_\_

NEW CUSTOMER VA / PH \_\_\_\_\_ AGREEMENT CODE \_\_\_\_\_ SERVICE ADJUSTMENT CODE \_\_\_\_\_ ACCOUNT TYPE 11

RATE ADJUSTMENT \_\_\_\_\_ AGREEMENT RENEWAL CODE \_\_\_\_\_ LOST WORK CODE \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

## TERMS AND CONDITIONS

**CONTRACTOR'S DUTIES:** Contractor shall have the exclusive right to collect and dispose of and/or recycle all Waste Materials or Recyclables (as defined herein) of Customer at the service address on the front hereof.

**WASTE MATERIAL:** For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and recyclable materials generated by Customer or at Customer's service address, including, if approved in advance by Contractor, special waste such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/decharacterized wastes and demolition debris. Waste Materials excludes construction and demolition materials, special waste not approved by Contractor and radioactive, volatile, highly flammable, explosive, toxic or other hazardous materials, including, but not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Contractor shall acquire title to Waste Materials when they are loaded into Contractor's trucks. Title to and liability for any waste excluded from the definition of Waste Materials shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damage, penalties, fines and liabilities resulting from or arising out of such excluded waste.

**CUSTOMER'S DUTIES:** Customer shall not make any alterations, repairs or improvements to the containers/equipment without prior written consent of Contractor. Customer shall be responsible for the cleanliness and safekeeping of Contractor's containers/equipment and shall indemnify Contractor against all claims, lawsuits and other liability for injury to persons or damage to property arising out of Customer's possession or use of such containers/equipment. Customer shall have no right, title or interest in such containers/equipment. Customer shall not overload the containers, nor use them for incineration purposes, and shall be liable to Contractor for loss or damage to the containers in excess of reasonable wear and tear. In the event an overweight fine is sustained by Contractor as a result of transporting a roll-off container loaded by Customer, Customer shall reimburse Contractor in the amount of such fine.

**ACCESS; DAMAGE TO PAVEMENT:** Customer warrants that it will provide unobstructed access to the containers/equipment at the service address and that any right of way provided by Customer is sufficient to bear the weight of Contractor's equipment and vehicles. Customer agrees that it will be responsible for any damage to its pavement, subsurface, curbing or other surfaces resulting from the weight of Contractor's equipment and vehicles providing service at Customer's location.

**PAYMENTS:** Customer shall pay Contractor on a monthly basis the charges set forth on the front of this contract (as adjusted as provided below) and such additional charges that Contractor may impose pursuant to this contract. Payment shall be made by Customer to Contractor within 10 days of the date of Contractor's invoice. All amounts not paid by the 30th day after the date of invoice shall bear interest from such invoice date at the lesser of 1-1/2% per month or the maximum amount allowable by applicable law. Contractor reserves the right to reduce the number of days between the invoice date and the due date, upon at least 30 days prior notice to Customer, or to request advance payments, in Contractor's reasonable discretion. Sales, excise and other federal, state and local taxes (other than those based upon Contractor's net income) resulting from this contract or the services per-formed for Customer hereunder shall be paid by Customer. Where Customer is exempt from taxes of any kind, it shall provide Contractor with an appropriate exemption certificate within 5 days of execution of this contract.

**ADDITIONAL CHARGES:** Contractor may unilaterally increase the charges set forth on the front of this contract or add charges at any time to account for any increase in Contractor's operating costs, including, but not limited to, disposal, fuel or transportation costs, costs attributable to any change in the composition of the Waste Materials or any increase in the average weight per container of Waste Materials, increased costs due to changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and costs incurred by reason of acts of God such as floods and fires.

**SERVICE STANDARDS:** All services will be performed in a good and workmanlike manner and will be covered by public liability and worker's compensation insurance. If Contractor's services are not performed in accordance with this contract, Contractor shall at its option, either perform such services to conform to the terms of this contract, or refund to Customer, if paid (or not charge Customer, if not paid), the service charges related to or involved with the nonconforming services. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL NOTIFY CONTRACTOR WITHIN (3) BUSINESS DAYS OF THE DATE OF ANY ALLEGED SERVICE DEFICIENCY.

**LIMITATION OF LIABILITY:** Contractor shall not be liable for any damages to pavement, subsurface, curbing or other surfaces resulting from Contractor's equipment and vehicles providing service at Customer's location. Contractor will, however, indemnify, defend and save Customer harmless from and against any liability or loss which Customer may incur as a result of bodily injuries, property damage, or any violation of law, to the extent caused by any gross negligence or willful misconduct of Contractor or its employees which occurs during the collection or transportation of Customer's Waste Materials. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR FOR SERVICES AND/OR EQUIPMENT PROVIDED HEREUNDER.

**TERM AND TERMINATION:** The term of this contract shall be a period of <sup>Three (3)</sup> five (5) years (initial term), and shall automatically renew thereafter for additional terms of thirty-six (36) months each (renewal terms), unless either party gives written notice that the contract will not renew at least 90 days but not more than 180 days prior to the termination of the then-existing term. If there is a discontinuance of Customer's business, Customer may terminate this contract upon written notice to Contractor at least 60 days prior to the intended termination date, but only upon payment of all amounts then due Contractor. Changes in rates, frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by actions and practices of the parties. This contract shall continue in full force and effect despite a relocation of Customer's business if Contractor services the area to which the business has been relocated. If at the time of execution of this agreement, the customer has an existing service agreement with a vendor the effective date of this agreement shall be at the first renewal date of the then existing agreement without the allowance for any renewals thereof. Contractor may terminate this contract at any time without liability upon 60 days prior notice to Customer.

**CUSTOMER'S BREACH:** In the event Customer is in breach of this contract, Contractor reserves the right to stop services and/or provision of equipment to Customer. Customer shall be responsible for all fines and penalties that may result from such suspension of services. Such suspension by Contractor shall not constitute Contractor's cancellation of this contract. IN THE EVENT CUSTOMER WRONGFULLY TERMINATES THIS CONTRACT OR IN THE EVENT CONTRACTOR TERMINATES THIS CONTRACT FOR CUSTOMER'S BREACH, CUSTOMER AGREES TO PAY CONTRACTOR AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, 6 TIMES THE GREATER OF (A) THE TOTAL AMOUNT OF PER MONTH SERVICE CHARGES AS OF THE DATE OF BREACH, OR (B) THE CUSTOMER'S AVERAGE MONTHLY BILLING FOR THE MOST RECENT 6 MONTHS. IN THE EVENT CUSTOMER BREACHES THIS CONTRACT, IN ADDITION TO THE AFOREMENTIONED LIQUIDATED DAMAGES, CUSTOMER SHALL PAY CONTRACTOR'S REASONABLE ATTORNEY'S FEES AND COURT COSTS, INCURRED IN COLLECTION OR ENFORCEMENT OF THIS CONTRACT.

**EXCUSABLE DELAY:** Except for payment obligations, performances by either party shall be excused or postponed when delays arise out of a cause beyond the control, fault or negligence of the party whose performance is being excused or postponed. Such causes may include, but are not limited to, acts of God or the public enemy, government action or failure to act, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, wars, civil disturbances, power failures, laws, regulations, ordinances and other acts of unusually severe weather.

**ASSIGNMENT:** Neither party may assign this contract, in whole or in part, by operation of law or otherwise without the prior written consent of the other party, except that Contractor shall have the right to assign this contract without Customer's consent as part of the sale of all or any part of Contractor's business. This contract shall be binding upon and inure to the benefit of the parties hereto, their successors and authorized assigns.

**WAIVERS AND SEVERABILITY:** Any waiver by either party of a breach of any provision of this contract on any one occasion shall not operate as or be construed to be a waiver of such provision on any future occasion or a waiver of any other provision of this contract. If any provision of this contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**RIGHT OF FIRST REFUSAL:** Customer agrees to give Contractor prompt written notice of any offer that it receives (or intends to make), after this contract's termination, for services similar to those provided hereunder. If Contractor matches such offer, Customer and Contractor shall be deemed to have entered into a new contract on the terms of such offer.

**CHOICE OF LAW:** This contract shall be governed by the laws of the State of Illinois.

**ENTIRE AGREEMENT:** This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreement, whether written or oral that may exist between the parties regarding same.

**NOTICES:** Unless otherwise stated in this contract, any notice or request for consent by a party shall be given to the other party in writing and delivered to such party by certified mail, return receipt requested.