

Expires 7/1/09



Recycling and Trash Removal Services  
A Division of Republic Services

**Service Agreement**  
Faxed, For Non-Hazardous Waste



Republic Services of Virginia, LLC (Service Provider)  
4619 West Ox Road • Fairfax, VA 22030  
(703) 818-8222 • Fax (703) 815-8312

New or Existing Account No. 16-01466

Master Account No. \_\_\_\_\_  
Sub Account No. \_\_\_\_\_

Effective Service Date 7/1/06

New Account  
 Price Change  
 Franchising  
 Deposit \$ \_\_\_\_\_  
 Other  
 Temporary  
 Seasonal  
 Price List  
 Credit Limit \$ \_\_\_\_\_  
 Map ID \_\_\_\_\_  
 Change in Service  
 Broker Account  
 F/S exo  
 C.O.D. \$ \_\_\_\_\_  
 New Contract  
 Other  
 Reason Code Decrease  
 Terr/Rep HOA 1.001  
 Ref. Code \_\_\_\_\_  
 Form Attached EY LIN

**Customer Service Location Information**

Service Name NEWBRIDGE CLUSTER  
 Address 11632 NEWBRIDGE CT  
 City RESTON State VA  
 Zip Code 20191 County \_\_\_\_\_  
 Service Contact KATHY GATELY  
 Phone#1 703-591-2414  P  
 Phone#2 703-591-2417  F  
 Tax Body \_\_\_\_\_

**Customer Billing Information**

Customer Name KOGER MANAGEMENT  
NEWBRIDGE CLUSTER  
 Address 3554 CHAIN BRIDGE ROAD #400  
 City FAIRFAX State VA Zip 22030  
 Billing Contact \_\_\_\_\_  
 Phone#1 \_\_\_\_\_  
 Phone#2 \_\_\_\_\_  
 Email \_\_\_\_\_

	Line of Business	Service Type	Qty	Container Size	Frequency or On Call	Service Days M,T,W,R,F,S,Z	Extra P/U or Haul Rate	Disposal Rate	Disposal Site Code	Del-Charge EATL TTL	Monthly Charge
N 1	300	<input checked="" type="checkbox"/> MSW <input type="checkbox"/> REC <input type="checkbox"/> OTHER	84	TH	2	M-R		<input type="checkbox"/> TN <input type="checkbox"/> LD <input type="checkbox"/> YD		19.67	\$15.50
E 2	301	<input type="checkbox"/> MSW <input checked="" type="checkbox"/> REC <input type="checkbox"/> OTHER	84		1	R		<input type="checkbox"/> TN <input type="checkbox"/> LD <input type="checkbox"/> YD			
W 3		<input type="checkbox"/> MSW <input type="checkbox"/> REC <input type="checkbox"/> OTHER						<input type="checkbox"/> TN <input type="checkbox"/> LD <input type="checkbox"/> YD			
O 1	300	<input checked="" type="checkbox"/> MSW <input type="checkbox"/> REC <input type="checkbox"/> OTHER	84	TH	2	M-R		<input type="checkbox"/> TN <input type="checkbox"/> LD <input type="checkbox"/> YD			\$17.76
L 2	301	<input type="checkbox"/> MSW <input checked="" type="checkbox"/> REC <input type="checkbox"/> OTHER	84		1	R		<input type="checkbox"/> TN <input type="checkbox"/> LD <input type="checkbox"/> YD			
D 3		<input type="checkbox"/> MSW <input type="checkbox"/> REC <input type="checkbox"/> OTHER						<input type="checkbox"/> TN <input type="checkbox"/> LD <input type="checkbox"/> YD			

Other Services / Charges (FREE SPECIALS) NO WHITE GOODS BILLED TO CUSTOMER

Delivery Date \_\_\_\_\_ Delivery Contact \_\_\_\_\_ (Temp) Removal Date \_\_\_\_\_  
 Directions / Container Location / Comments (BINS ONLY)

Blanket PO# \_\_\_\_\_ Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Transactional PO For Each Haul Or Extra Pick Up?  Y  N

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the Terms and Conditions on the following two pages which are a part of this Agreement and that he or she has the authority to sign this Agreement on behalf of Customer.

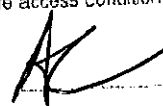
COMPANY SIGNATURE [Signature] CUSTOMER SIGNATURE [Signature]  
 NAME John Horn NAME Andrew Amanda  
 TITLE (PRINT) \_\_\_\_\_ TITLE (PRINT) President, Newbridge Cluster Assoc.

## TERMS AND CONDITIONS

(CPI 4/97  
Bond File  
Fuel SIC)

F3- 103698

1. DEFINITIONS: (a) "CPI" means the Consumer Price Index for all Urban Consumers (CPI-U), U.S., City Average, all items, as published by the United States Department of Labor, Bureau Labor Statistics.
  - (b) "Company" means the company listed in the upper left-hand corner on the first page of this Agreement as the service provider and includes all successors and assigns of such company.
  - (c) "Customer" means the customer named on the first page of this Agreement.
  - (d) "Effective Date" means the "Effective Service Date" written on the first page of this Agreement.
  - (e) "Equipment" means all containers, receptacles, recycling bins, compactors and other equipment and devices provided by Company for Customer's use in accordance with the terms of this Agreement, including, without limitation, the equipment specified on the first page of this Agreement.
  - (f) "Force Majeure" means any event relied upon by Company as justification for delay in or excuse from complying with any obligation required of Company under this Agreement, which event is beyond the reasonable control of Company, including, without limitation, act of God or similar occurrence; impassable roadways; labor disputes; any act of any governmental entity that adversely affects this Agreement; or a change of law or regulation after the Effective Date hereof applicable to the obligations hereunder.
  - (g) "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as a "hazardous waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. Hazardous Waste also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the Effective Date, is determined to be hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.
  - (h) "Recyclable Materials" means material that Company determines can be recycled, including, without limitation, corrugated paper, aluminum, glass, ferrous metals, office paper, production paper, newspaper, cardboard and plastics.
  - (i) "Unacceptable Waste" means highly flammable substances, Hazardous Waste, special wastes, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material excluded from the disposal site or recycling center, and other materials deemed by state, federal or local law, or in the reasonable discretion of Company, to be dangerous or threatening to health or the environment.
  - (j) "Waste Materials" means any non-hazardous solid waste, including Recyclable Materials (if so noted on the first page of this Agreement), generated by Customer that may be collected and disposed of by Company, but not including any Unacceptable Waste.
2. TERM/TERMINATION: The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of three years ("Initial Term"). This Agreement shall renew automatically for successive three-year periods (each successive three-year period being hereinafter referred to as a "Renewal Term") without further action by the parties, unless either party sends written notice to the other party by certified mail, return receipt requested, not less than 60 days prior to the expiration date of the Initial Term or any Renewal Term. Customer may terminate this Agreement prior to the expiration of the Initial Term or any Renewal Term (by providing Company written notice by certified mail, return receipt requested) in consideration for which Customer shall pay, and Company shall accept, as liquidated damages, and not as a penalty, a sum calculated as follows: (1) if the remaining term hereunder is 6 months or more, Customer agrees to pay Company the average monthly service fee for the immediately preceding 6 calendar months, plus the average amounts Company received from the sale of any Recyclable Materials for the immediately preceding 6 calendar months, multiplied by 6, or (2) if the remaining term hereunder is less than 6 months, Customer agrees to pay Company the average monthly service fee for the immediately preceding 6 calendar months, multiplied by the number of months remaining in the term, plus the average amounts Company received from the sale of any Recyclable Materials for the immediately preceding 6 calendar months, multiplied by the number of months remaining in the term. Customer and Company agree that Company's actual damages for Customer's early termination of this Agreement, or Company's termination of this Agreement due to Customer's breach of this Agreement, would be difficult or impossible to accurately calculate and the amount stipulated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that Company would sustain in the event of such termination by Customer. Company may terminate this Agreement or suspend the services to be provided at any time, without damage or fee, (i) upon 30 days written notice to Customer or (ii) immediately upon (a) Customer's failure to pay service fees when due, (b) an event of Force Majeure, or (c) a breach by Customer of any provision of this Agreement. In the event that Company continues to provide the services contemplated pursuant to this Agreement following any termination or non-renewal of this Agreement, the parties hereto agree that the terms and conditions of this Agreement shall continue to govern the relationship between the parties with respect to such services.
3. SERVICE FEES: Customer shall pay Company monthly service fees in accordance with the "Monthly Standard Charges" set forth on the first page of this Agreement, plus all federal, state, and local taxes, fees and other assessments (including franchise fees) imposed upon collection, transportation or disposal services ("Fees and Taxes"). Customer shall pay in full Company service fees upon receipt of invoice, but no later than 10 days after receipt of an invoice. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full. Customer agrees to pay a 5% late charge for each payment not received within 10 days after receipt of Company's invoice. In the event that this Agreement is terminated by Company due to Customer's failure to timely pay service fees hereunder, Customer shall, in addition to all accrued and unpaid fees, interest and costs, be liable for liquidated damages as set forth above in Section 2. In lieu of terminating or suspending this Agreement, Company may require Customer to pay for all services on a cash on delivery (C.O.D.) basis, and upon the failure to pay on C.O.D. terms, Company may terminate this Agreement or suspend this Agreement and recover liquidated damages and any amounts due and owing (including interest), as provided above. If services are reinstated, Customer shall pay any amounts outstanding plus a \$35.00 reinstatement fee and the service fees accruing since suspension of this Agreement if reinstatement of such services results in the disposal of Waste Material generated during such suspension. Customer shall pay a \$25.00 charge for each returned check. On or after the first anniversary of the Effective Date, and on or after each anniversary of such date thereafter for the duration of this Agreement, service fees shall be increased by the greater of: (a) 4%, (b) the percentage increase in the CPI during the immediately preceding twelve month period, or (c) an amount which permits the Company to maintain a reasonable operating margin and/or profit on Customer's account, after giving effect to increases in Company's direct and indirect operating costs during the preceding 12 month period. Company may either send notice of such service fee increase to Customer, or place notice of such service fee increase on the invoice sent to Customer, one month prior to the effective date of such service fee increase. In addition to the foregoing annual service fee adjustment, Company reserves the right to adjust the service fees at any time upon any of the following occurrences: (w) increases in direct costs incurred by Company for various items, including, without limitation, increases in disposal, fuel, labor or insurance, Fees and Taxes, plus processing or handling costs charged thereon; (x) increases in the average weight per container of Waste Material or changes in the composition of Waste Material; (y) performances of services by Company outside normal working hours or services requested by Customer which are not contemplated by this Agreement; or (z) increases in operational costs due to an event of Force Majeure.
4. PLACEMENT OF EQUIPMENT: Company shall deliver and install Equipment at a site designated and prepared by Customer and approved by Company. Customer shall provide unobstructed access to the Equipment. In addition, Customer shall provide a minimum of 3 feet clearance (including sides and rear) between the Equipment and any permanent structure or enclosure, and 6 feet (including sides and rear) from designated vehicle parking. If the Equipment is inaccessible, Customer will be notified, and any additional efforts to provide collection services shall be considered an additional pick-up. Company will use reasonable efforts to collect during inclement weather, provided in Company's sole opinion it may do so without endangering employees, Equipment or the general public. If Company is unable to provide scheduled collection services due to inclement weather, Waste Materials will be collected on the next scheduled collection date, safe access conditions permitting. Customer acknowledges that there will be no deduction in billing for a missed pick-up due to Force Majeure.

Customer Initials 

F3- 103698

5. **EQUIPMENT:** Customer acknowledges that all Equipment provided by Company shall remain the property of Company. Company makes no warranties, express or implied, as to the Equipment's merchantability or fitness for any particular purpose. Company reserves the right to make Equipment modifications, replacements or substitutions at any time during the term of this Agreement.
6. **CUSTOMER'S RESPONSIBILITY FOR CARE OF EQUIPMENT:** Customer shall be responsible for all loss or damage to the Equipment, except for normal wear and tear. Customer shall be responsible for the cleanliness and safekeeping of the Equipment. Customer shall not be responsible for spillage of paint, oil, or other prohibited substances resulting from compacting or emptying the contents of containers, or stains or damage related thereto. Customer acknowledges that Company cannot accept loads of dirt, concrete, brick or other heavy construction materials in front-end Equipment. Customer shall be responsible for any fines, penalties, damages, costs or expenses suffered or incurred by Company due to Customer's overloading or overfilling of the Equipment. Customer must load Waste Materials in such a manner as to allow Company to safely handle and transport the Waste Materials without incurring any damage or injury to its employees, vehicles, Equipment or any other person or property. Customer agrees to protect, defend, indemnify and hold harmless Company, its directors, officers, employees, agents, successors and assigns (collectively, "Company Indemnified Parties") from and against any and all claims, damages, injuries (including death), suits, penalties, fines, liabilities, losses, costs and expenses (including, without limitation, legal costs and attorneys' fees) (collectively, "Damages") caused by or arising out of the Customer's use, operation or possession of the Equipment.
7. **PREMISES:** Customer represents that all streets, access roads, curbing, parking lots, enclosures, loading docks and all areas in which Company's vehicles and Equipment will or may operate will be adequate to support Company's vehicles at full load and provide sufficient access, without damage, to such areas or facilities. Company shall not be responsible for damage to Customer's pavement or other driving surfaces resulting from the weight of Company's vehicles and Equipment. Customer further agrees that while this Agreement is in force only Company's Equipment shall be used for the transportation and disposal of Customer's Waste Materials.
8. **EXCLUSIVITY:** Customer grants to Company the exclusive right to collect and dispose of all of Customer's Waste Materials, whether permanent or temporary in nature. Customer represents and warrants that it has no existing agreements with any service provider other than Company for the collection and/or disposal of Waste Materials and hereby agrees to hold Company harmless from any claims, losses or damages resulting from any actions concerning any preexisting contracts. Customer further agrees that while this Agreement is in force only Company's Equipment shall be used for the transportation and disposal of Customer's Waste Materials.
9. **WARRANTIES AND TITLE:** Customer warrants that Waste Materials collected by Company will not contain any Unacceptable Waste. Ownership of Waste Materials shall pass to Company when Waste Materials are loaded into Company's Equipment and transported from Customer's premises. Ownership and liability for Unacceptable Waste shall remain with Customer throughout the term of this Agreement, irrespective of delivery to Company, and such title shall survive the termination of this Agreement. Customer acknowledges that Company may remove any Unacceptable Waste and assure its proper disposal at Customer's expense. Customer agrees to protect, defend, indemnify and hold harmless all Company Indemnified Parties from and against all Damages caused by or arising out of a breach of any of Customer's representations, warranties or agreements contained in this Agreement, including, without limitation, liabilities for violations of laws or regulations, for injury or death to persons or for loss or damage to property or the environment.
10. **RECYCLING SERVICES:** Customer hereby grants to Company the right of first refusal for Company to provide recycling service to Customer. Customer agrees that in the event it elects to recycle its Recyclable Materials, it will notify Company of its intention to do so. Company shall then have the right of first refusal to provide recycling services to Customer, on Company's then standard terms, conditions and prices for such recycling services. Company shall notify Customer of its intention to provide recycling services within 30 days from Customer's notice. If Company is collecting Customer's Recyclable Materials and if they are contaminated or unacceptable to the recycling process, Company may, at its discretion, 1) reject the material in whole or part; or 2) accept the material and charge Customer for collection, transportation, handling, and disposal costs. Company may terminate this Agreement as to the collection and disposition of Recyclable Materials at any time during the term of this Agreement by sending Customer 30 days written notice. Customer irrevocably assigns to Company all sums received from the disposition of Recyclable Materials.
11. **CHANGE OF SERVICES:** Customer agrees that the type, size and amount of Equipment, the frequency of service, the type of service and the day(s) and time(s) of service may be changed as necessary by Company without affecting the validity of this Agreement and that such change(s) shall become part of this Agreement. Changes in Customer's locations will not affect the validity of the Agreement provided that Company agrees to continue service at Customer's new location. Subject to Company's approval, Customer may modify the type and frequency of services provided under this Agreement. Upon approval by the Company, such modification shall be deemed effective and become part of this Agreement.
12. **NONPERFORMANCE:** Customer shall provide Company with written notice, by certified mail, return receipt requested, of any matter which it believes constitutes a failure by Company to fully perform its obligations under this Agreement. Customer must send Company such notice within 30 days of the time Customer or its agents first have knowledge of the alleged failure by Company to comply with its obligations under this Agreement. Company shall have 30 days from receipt of such notice to cure the alleged problem where, in Company's sole reasonable judgment, such problem constitutes a failure by Company to fully perform its obligations under this Agreement. Where Company determines that the problem is not a failure by Company to perform its obligations under this Agreement, or where such problem is beyond Company's control, Company is not obligated to cure such problem and this Agreement shall remain in full force and effect. In the event Customer does not notify Company of any matter which it believes constitutes a failure by Company to fully perform its obligations hereunder, the continuing alleged failure by the Company to perform its obligations for such specific matter shall be waived by Customer and such matter shall, under no circumstances, constitute a breach of this Agreement.
13. **RIGHT TO COMPETE:** Customer agrees to notify Company in writing of any offer that Customer receives from any service provider other than Company relating to the provision of permanent or temporary collection and/or disposal services upon the expiration of this Agreement and agrees to give Company a reasonable opportunity to respond to such offer.
14. **MISCELLANEOUS:** This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supercedes all representations or warranties, whether oral or written, by any representative or either party hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors and assigns. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. The delivery by facsimile of the signature of a party on this Agreement shall represent the legal, valid and binding signature of such party and evidence such party's agreement to be bound by the terms and conditions hereof. In the event of any breach of this Agreement by Customer, Customer agrees to indemnify and hold Company harmless for any litigation costs (including, without limitation, attorney's fees, collection agency fees, court costs and any other costs of litigation or collection of past due amounts) incurred by Company with respect to such breach by Customer. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. Company may subcontract any obligations under this Agreement to another entity, and may assign this Agreement without Customer's consent. No waiver by Company shall be effective unless it is in writing and is signed by an authorized representative of Company. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. The paragraph headings set forth in this Agreement are for convenience of reference only and shall not affect or limit the interpretation of the provisions hereof in any manner. This Agreement shall be construed and enforced in accordance with the laws of the state in which Waste Materials are collected. If any conflict exists in this Agreement between the Terms and Conditions of this Agreement and any other part of this Agreement, the Terms and Conditions of this Agreement shall govern. All of customers' warranties and indemnifications contained herein shall survive the termination of this Agreement. Both parties hereby waive their rights to a jury trial.

Customer Initials 