

WASTENET
Waste Monitoring Network

SERVICE AGREEMENT

This agreement is entered into on _____ by _____ (“CLIENT”) and Wasteflo, Inc., dba. Wastenet, a Texas corporation (“WASTENET”) for and on behalf of its operating subsidiaries.

1. **Services** – WASTENET agrees to provide and install units of the PRODUCT for trash compactor(s) as identified by location in this agreement. PRODUCT shall be defined as a remote-monitoring unit designed for use in monitoring the status of compaction levels and thus the remaining capacity of trash compactors. WASTENET agrees to use the PRODUCT to monitor the status of the level of compaction and provide the appropriate periodic reports to the CLIENT. WASTENET will determine the maximum level of compaction for the compactor(s) from the information provided by the PRODUCT(S) and call the CLIENT’S authorized hauler to request a pick-up at such a time that the remaining capacity of the compactor allows for the hauler to arrive when the compactor is full.

2. **Compactors** – CLIENT represents and warrants to WASTENET that it operates the compactor(s) identified in this agreement and that it has full right, power and authority to enter into this agreement with WASTENET to provide the services listed in this agreement. CLIENT hereby engages WASTENET to monitor the capacity of the compactor(s) listed in this agreement.

3. **Term** – This agreement shall commence on the date set forth above and shall continue for an initial term of one (1) year from this date unless earlier terminated pursuant to the provisions set forth below. This agreement may be terminated by either party, at any location for failure to perform, by providing the other party sixty (60) days written notice.

4. **Fees** – CLIENT shall pay WASTENET a fee for performance of its obligations as stated hereunder. This fee will be paid for services through the term of this agreement. Wastenet will guarantee to the customer a net savings each month or the monthly fee will be waived unless otherwise agreed upon by both parties in advance.

<u>Monitor Serial Number</u>	<u>Connect Date and Special Instructions</u>	<u>Initial Set-Up Fee</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
		Total: \$ _____

<u>Unit Name/Location</u>	<u>Monthly Service Fee</u>	
1. _____	_____	
2. _____	_____	
3. _____	_____	
4. _____	_____	
		Total: \$ _____

5. **Taxes** – There shall be added to any charges under this agreement amounts equal to any sales or use tax or any tax in lieu thereof imposed by any governmental agency or government with respect to the product or services to be supplied by WASTENET.

6. **Payment Terms** – CLIENT shall pay properly prepared and corrected invoices net thirty (30) days after receipt.

7. Title to Equipment – Title to the PRODUCT(S) to be installed at CLIENT’S locations and to the system and technology to be used in performing the service hereunder shall remain with WASTENET at all times, and CLIENT shall have no right, title or interest, therein. CLIENT shall keep the PRODUCT(S) free and clear at all times from CLIENT’S creditors, lessors and other parties. All PRODUCT(S) shall remain at all times, the personal property of WASTENET. WASTENET shall have the right at any reasonable time to have access to inspect and service its PRODUCT(S) wherever the PRODUCT(S) may be located.

8. Risk of Loss – Risk of loss, damage, theft or destruction to the PRODUCT(S) shall be shared by the CLIENT and WASTENET with the CLIENT’S liability not to exceed \$700.00 per individual PRODUCT(S).

9. Assignment – Neither party shall assign this agreement without the prior written consent of the other party which consent shall not be unreasonably withheld.

10. Default – Upon the delinquency in the payment of any service fee for forty-five (45) days after date due or upon breach of any other condition or term hereof, WASTENET shall have the right, without notice, to terminate this agreement and take possession of its PRODUCT(S). Upon any such termination, CLIENT shall remain liable for any outstanding balances owed to WASTENET and CLIENT shall allow WASTENET right and access to remove its PRODUCT(S).

11. Force Majeure – Neither CLIENT nor WASTENET shall be liable for delay or default in the fulfillment of this agreement due to matters beyond the reasonable control of the party charged with performance, including Act of God, accident, riot, strike, fires, embargo, war or government interference.

12. Entire Agreement – Any provision contained herein by statute or declared by a court of competent jurisdiction to be prohibited by law, in any state, shall, as to such state, be ineffective without invalidation of any other provision herein. This agreement shall be construed in accordance with the laws of the state of Texas.

13. Compliance with Laws- Wastenet agrees that, in performing the Services, Wastenet and its representatives will comply with all applicable laws, regulations and ordinances. Wastenet represents and warrants that all of Wastenet representatives performing the Services have been properly trained and have all licenses or permits required by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT INFORMATION

Name:	Phone:
By:	
Address:	Contact:
City / State:	Zip:
WASTEFLO INC. d.b.a. WASTENET:	CLIENT:

Name:
Title:
Date:

Name:
Title:
Date: