



WastePath

SANITARY LANDFILL, LLC

DATE: 9/1/2021

Billing: MARSHALL COUNTY PARKS DEPT	Physical Location: Account Number 41113-001
596 US HWY 68 W	VARIOUS LOCATIONS
BENTON, KY 42025	
Phone: 270 527 5284	E-Mail: PARKS@MARSHALLCOUNTYKY.GOV

Thank you for allowing Waste Path Services, LLC (WPS) to provide service to you. All materials placed in this container must be non-hazardous municipal trash and garbage. No hazardous waste or hazardous materials as defined by EPA may be placed in the container(s). Tires will be charged extra based on size and market price.

System	Qty	Frequency	Cont. Size	Monthly Rate	Delivery / Pick up Fee	Extra Dump Fee
			SEE APPENDIX A			

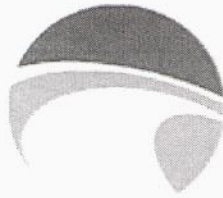
Comments or Instructions: *only applies if customer calls for an extra pick up and IT'S APPROVED BY OPERATIONS

Terms & Conditions

Services and Payment: WPS agrees to furnish and Customer agrees to accept the solid waste collections and disposal services and equipment outlined and specified above. WPS will invoice such services monthly and Customer agrees to make payment for such services within ten (10) days from the date printed on the invoice. Customer further acknowledges that the Customer name and address identified above correctly identifies the party responsible for paying all invoices. In the event payment upon any invoice is not received by the date due, a service charge of 1.5% of the balance due shall be added to each invoice for each calendar month, or part thereof, during which such invoice remains wholly or partially unpaid. Customer grants to WPS the exclusive right to collect and dispose of all non-hazardous municipal trash and garbage produced by Customer or upon Customer's property at the Physical Location identified above (including recyclables) for an initial term of one year from the date hereof, and any renewal terms. The term of this Agreement automatically shall be renewed for like terms thereafter unless either party shall give written notice of termination by certified mail to the other at least sixty (60) days prior to the termination of the initial term or any renewal term. In the event Customer terminates this Agreement other than as expressly allowed herein, or in the event that WPS terminates this Agreement for Customer's non-payment, Customer shall pay to WPS as liquidated damages a sum equal to its most recent monthly charge multiplied by the number of calendar months (or portions thereof) remaining in the current term under this Agreement, but in no event for more than six months. Customer agrees to pay, in addition to the amount due, any applicable service charges, and all costs incurred by WPS in collection of the sums due, including court costs and a reasonable attorney's fees.

Equipment Liability: Customer acknowledges that it has the custody and control of equipment owned by WPS and accepts responsibility and liability for the equipment and its contents except at such times as it is being physically handled by employees of WPS. Further, Customer acknowledges that WPS will be utilizing waste hauling trucks and similar vehicles and equipment to move and manage waste on behalf of the customer, having a gross vehicle weight of up to 80,000 pounds, and length of up to thirty-two (32) feet, and requiring overhead clearance of not less than fourteen (14) feet. Customer hereby assumes responsibility for and promises to provide surfaces capable of supporting the referenced vehicles and equipment, and the required overhead clearance. Customer shall further provide uninterrupted approaches to all dumpsters and other waste handling apparatus having a minimum width of nine (9) feet and otherwise accommodating the reasonable approach and retreat of the referenced vehicles, including adequate turn-around areas. Customer's failure to provide the required areas for maneuvering the referenced vehicles shall be cause for termination of this agreement and shall render Customer liable to WPS and/or all third parties for any and all damages to persons and/or property resulting in whole or in part from Customer's failure to comply with the terms of this agreement in any respect. Accordingly, Customer expressly agrees to defend, indemnify and hold harmless WPS from and against any and all claims for loss of or damage to property, or injury to or death of person or persons resulting from or arising in any manner out of Customer's use, operation or possession of any such equipment. Said obligation to defend, indemnify and hold harmless shall include any costs of defense which WPS may incur in defense of such claims, including but not limited to all court costs and attorney's fees.

Rate Adjustments: Customer agrees that taxes, fees, or surcharges which may be imposed by any Federal, State, County or local governmental authorities applicable to the services rendered pursuant to this Agreement, and imposed after the date hereof, shall be pass-through costs to Customer to be paid in addition to the Rates, Fees and other charges set forth herein. Any increase in such pass-through costs shall not constitute a rate adjustment giving rise to Customer's right to terminate as hereinafter set forth. WPS reserves the right to adjust the Rates and Fees set forth above at any time WPS, in its sole and absolute discretion deems necessary and advisable. However, in the event of such an increase in Rates and/or Fees, WPS shall give Customer thirty (30) days written notice of such rate adjustment, by regular mail, to the billing address set forth above. Customer shall have thirty (30) days following such notice to terminate this Agreement, without incurring additional fees or charges as otherwise set forth herein. Following such thirty day termination period, Customer shall be deemed to have accepted the adjusted rates and this Agreement shall continue in accordance with its terms, subject to the amended Rates and/or Fees. Should Customer terminate this Agreement pursuant to the provisions of this paragraph, for one year thereafter, Customer may not contract for the solid waste collection services of a competitor without first presenting to WPS the terms, conditions and fees of any bona fide offer of such services (in writing), after which WPS shall have seven (7) days within which to agree to provide such services pursuant to the terms of such bona fide offer. Should WPS notify Customer within such seven (7) day period of its intent to provide services pursuant to the terms and provisions of such bona fide offer, Customer and WPS shall contract for the provision of such services by written agreement reflecting the terms and provisions of the bona fide offer in all material respects.



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Excused Performance: WPS shall not be liable for its failure to perform or delay in performance hereunder due to contingencies beyond the reasonable control of WPS, including but not limited to strikes, riots, fires, and acts of God, or governmental action. In the event that any State, County or local authority prohibits, restricts or prevents WPS from disposing of waste generated by Customer at the landfills used by WPS from time to time, the operation of this Agreement may be suspended by WPS for the duration of such period during which such disposal is prohibited, restricted or prevented. Such interruption of services shall be considered a force majeure and shall not result in any penalty or forfeiture by WPS.
Given by our hands as of the dates indicated below.

Accordingly, Customer expressly agrees to defend, indemnify, and hold harmless WPS from and against any and all claims for loss of or damage to property, or injury to or death of person or persons resulting from or arising in any manner out of Customer's use, operation or possession of any such equipment. Said obligation to defend, indemnify and hold harmless shall include any costs of defense which WPS may incur in defense of such claims, including but not limited to all court costs and attorney's fees.

Account Number 41113-001

(Print)

(Signature)

(Date)

Bradley T Markey

(Print)

[Handwritten Signature]

(Waste Path Services)

7/13/21

(Date)



Appendix A

Waste Path Services LLC providing service to all 6 county-maintained parks.
Sledd Creek, Big Bear, Buckhorn, Rocky Pointe, Big Johnathan, and Little Johnathan

- In season April 1st thru September 30th dumped 1x weekly
 - (2) 2yd dumpsters \$70.00 monthly each
 - (4) 4yd dumpsters \$80.00 monthly each
 - Total per month \$460.00
 - Total on season \$2,760.00

- Off season October 1st thru March 31st dumped bi-weekly
 - (2) 2yd dumpsters \$55.00 monthly each
 - (4) 4yd dumpsters \$60.00 monthly each
 - Total per month \$350.00
 - Total off season \$2,100.00

- Total yearly \$4,860.00