



SERVICE CONTRACT

This contract begins on November 8th, 2024, and ends on November, 7th, 2025. This is a contract entered into by WasteNot, Inc. (hereinafter referred to as "the Provider") and Lincolnwood School District (hereinafter referred to as "the Client") on this date, November 8th, 2024.

The Provider will provide services at the Client's place of business. The Client hereby engages the Provider to provide the services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

1. **Engagement.** Client hires the Provider to provide, and Provider agrees to provide the Services for the Client at the Client's place of business.
2. **Scope & Manner of Services.** The Provider shall perform Services, as set forth below:
 - a. Servicing one lined (1) 64-gallon receptacle once (1x) times every week.
 - b. Removal and disposal of non-compostable contamination found in compostable waste for an additional fee of \$50 per contaminated receptacle after two warnings, see Contamination in Section 5b. Contamination refers to the presence of any non-compostable or agreed-upon waste; including, but not limited to: rubber bands, gloves, thermal paper, plastics, glass, and metal.
 - c. Collection of any material overflowing or placed outside of the containers for an additional fee, see Excess Waste in Section 5a. Documentation can be provided by the Provider in the event that this occurs.
 - d. Access to WasteNot's signage, compost training video, and one complimentary virtual training session for The Client if desired.
3. **Commercial Terms & Conditions.** Initiation and use of the Provider's service(s) by the Client is an agreement to the Provider's Commercial Terms & Conditions.
4. **Compensation.** The Client shall pay the Provider a per service fee of \$36/per service, or \$36 per week for service. Receptacles must be accessible between 6AM-7PM. If operating hours and/or accessing the location indoors is required, the restricted rate surcharge of \$25/service would apply. Payment can be executed via ACH bank transfer, credit card, and or debit card utilizing WasteNot's automatic/recurring payment system. If the Client requests net-30 payment terms via check for services rendered, a \$12 per invoice administrative fee will apply. In the event that the Provider is unable to perform services for any pre-paid period, Provider shall, at Client's request and in accordance with Client preference, either refund the prorated amount, provide an account credit for future services, or provide rescheduled service.
5. **Potential Additional Fees.** The Client may be responsible to compensate the Provider for the following potential additional fees:
 - a. **Excess waste.** Excess waste is any compostable material that is overflowing or placed outside of the service receptacle. For any occurrence of excess waste, a \$40/per receptacle fee will be assessed if the receptacle is overflowed or if compostable waste is placed outside of the service receptacle. Documentation will be provided.
 - b. **Contamination.** Contamination is any material that is not compostable or accepted by the Provider. Removal and disposal of non-compostable contamination found in compostable waste will be charged a \$50 per contaminated receptacle after two warnings. Contamination




refers to the presence of any non-compostable or agreed-upon waste; including, but not limited to: rubber bands, gloves, thermal paper, plastics, glass, and metal. The Provider reserves the right to not collect the receptacles if contamination is in excess; in this event, the Client is still responsible for applicable service fees, contamination fees, and will have to remove the contamination in excess.

- c. **Receptacle locks.** If the Client desires lock(s) for any receptacle(s), a \$30 lock per receptacle fee will be applied. In the event that the lock gets damaged or goes missing, a \$30 lock fee per receptacle will be applicable.
- d. **Missing and/or Damaged Receptacles.** If a receptacle is determined to be missing, damaged, or vandalized, a replacement fee of \$100 will be applied per receptacle.
- e. **Late fees.** If a payment is late, the Client is responsible for a late fee of 1.5% applied on a monthly basis. If the Provider does not receive a past due payment and any applicable late fees, the Provider is able to suspend services until the outstanding payments and late fees are paid in full.
6. **Ownership.** All compostable waste under this Agreement shall become the property of the Provider when collected.
7. **Insurance.** The Provider will furnish the Client with a certificate of insurance sufficient to satisfy requirements. Should a Client or a client's service location require additional insurance coverage for a particular clause or request, the increased cost of that coverage may be passed on to the Client either monthly or on an annual, lump-sum basis.
8. **Publicity; Use of Marks.** Client shall not identify, either expressly or by implication, Provider, or use any of their trademarks, trade names, service marks, other proprietary marks, or the work performed hereunder in any advertising, press releases, publicity matters, or any materials which are intended or are distributed to the general public, without the prior written consent of the Provider, as the case may be, which consent may be granted or withheld in the Provider's sole and absolute discretion.
9. **Consulting & Additional Services.** For any service that falls outside of the Scope & Manner of Services outlined in Section 2, a consulting or additional services rate may be applicable.
10. **Service changes.** The Provider reserves the right to reschedule service days in the event of unavoidable operational issues, holidays, or inclement weather. If this event occurs, the Client will be notified through the Client's designated account holder's email on file. The Provider reserves the right to update service days due to necessary service adjustments, in this event, the Provider will notify the Client's designated account holder's email on file.
11. **Termination.** Client may terminate this Agreement without cause upon thirty (30) days prior written notice to the Provider. Provider agrees to defend, indemnify and hold Client harmless for any liability arising from Provider's negligence; material breach of the contract; violation of applicable law or regulation.



This agreement is executed by the duly authorized representatives as of the date written below:

For Provider: WasteNot, Inc.	For Client:
Representative First & Last Name: Tommy Vaughan	Representative First & Last Name:
Representative signature: 	Representative signature:
Representative email: partners@wastenotcompost.com	Representative email:
Date executed:	Date executed: