

Randy's Sanitation

SERVICE AGREEMENT

P.O. Box 169, 4351 US Hwy 12 S.E.

Delano, MN 55328

Phone: 763-972-3335 - Toll Free: 1-800-253-1530 - Fax: 763-972-6042

BILLING INFORMATION

FOREST OAKS HOMEOWNERS

PO BOX 834

HOPKINS, MN 55343

CONTACT: Judy Hayes

PHONE: 763-227-8047

SERVICE LOCATION

FOREST OAKS HOMEOWNERS

1871 113TH LA NW

COON RAPIDS, MN 55433

CONTACT: Judy Hayes

PHONE: 763-227-8047

EQUIPMENT/SERVICE

Quantity	Size	Equipment	Material	Frequency	Rate/Unit	Rate/Mo.
80	65 gal.	Cart(s)	Trash	1x/week	\$5.00	\$400.00
80	Loose	Curbside	Bins	1x/week	\$2.00	\$160.00

Additional Refuse Per Yard: 13.75. Additional Notes: Rates subject to applicable tax & variable fuel-cost adjustment.

- PAYMENT ARRANGEMENTS FOR DISPOSAL OF EXTRA ITEMS TO BE MADE DIRECTLY BETWEEN RESIDENT & RANDY'S.

- SERVICE BASE RATES ARE FIRM FOR 1 YEAR. THE RATE INCREASE IN YEARS 2 & 3 NOT TO EXCEED 5% PER YEAR.

- UPON BEING SIGNED BY BOTH PARTIES, THIS SERVICE AGREEMENT WILL SUPERCEDE ANY PREVIOUS AGREEMENTS.

The undersigned person signing this Agreement of behalf of Customer acknowledges that he or she has read and understands the TERMS AND CONDITIONS of this Agreement and that he or she has the authority to sign the Agreement of behalf of the Customer.

Effective Date: 01/01/2008

Customer Authorized Signature

Date

Randy's Sanitation Inc. Signature

Date

Print or Type Name of Authorized Signer

TERMS AND CONDITIONS

ARTICLE 1 - SERVICES RENDERED

Customer grants to above signed (Randy's Sanitation Inc) the exclusive right to collect and dispose of all customer's Waste Materials (include recyclable materials) & agrees to make payments as provided herein. Randy's Sanitation agrees to furnish all services and equipment specified above, all in accordance with the terms in this Agreement.

ARTICLE 2 - TERM

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS THREE YEAR(S) FROM THE DATE RANDY'S SANITATION DELIVERS THE EQUIPMENT TO THE CUSTOMERS LOCATION ("EFFECTIVE SERVICE DATE"). THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE THREE YEAR TERMS (THE "RENEWAL TERM") 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.

ARTICLE 3 - TITLE

Randy's Sanitation shall acquire title to the Waste Material (as defined below) when it is loaded into the truck. Title to and liability for any Excluded Waste shall remain with Customer and Customer agrees to defend, indemnify and hold harmless Randy's Sanitation from and against any and all penalties, damages, fines and liabilities resulting from or arising out of the deposit of Excluded Waste in Randy's Sanitation's trucks containers or other equipment.

ARTICLE 4 - WASTE MATERIALS

The Waste Material that is collected and disposed of by Randy's Sanitation pursuant to this Agreement is all solid waste (including recyclable materials) generated by the Customer (the "Waste Material"). Waste Material specifically excludes and Customer agrees not to deposit in Randy's Sanitation's equipment or place for collection by Randy's Sanitation, any explosive, highly flammable, corrosive, radioactive, volatile, infectious, biomedical, biohazardous, toxic or hazardous material as defined by applicable federal, state, provincial or local regulations or laws ("Excluded Waste").

ARTICLE 5 - CHANGES IN SERVICE

Changes in service frequency, amount and size of equipment and/or type, and corresponding adjustments to rates, may be made by agreement of the parties, verified by the practices and actions of the parties or in writing, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. The term of this Agreement shall continue provided herein and shall apply to changes of and new service address location of the Customer within the area in which Randy's Sanitation provides collection service.

ARTICLE 6 - PAYMENTS

Customer agrees to pay Randy's Sanitation on a monthly basis for the services rendered and/or equipment provided by Randy's Sanitation in accordance with the rates defined in this Contract. Payment shall be made by Customer to Randy's Sanitation within twenty (20) days of the receipt of each invoice date. Randy's Sanitation may assess Customer with a late fee for all past due balances which are outstanding. Such late fee as determined by Randy's Sanitation in an amount not to exceed the maximum rate for same allowed by applicable law. It is agreed and understood that if this obligation should become delinquent that you, the Customer, agree to pay collection costs, attorney's fees, interest and any other costs associated with placing your obligation in a collection agency and/or an attorney for litigation to the extent permitted by law.

ARTICLE 7 - RATE ADJUSTMENTS

Since fuel and disposal costs constitute a significant portion of the cost of Randy's Sanitation's Services provided hereunder, Customer agrees that Randy's Sanitation may increase the rates hereunder proportionately to adjust for any rate increases or decreases in such costs or any adjustments in transportation costs due to changes in location of disposal facility. Customer agrees that Randy's Sanitation may also increase the rates from time to time to adjust for any increases in the Consumer Price Index (CPI), and Customer agrees that Randy's Sanitation may also proportionately pass through to Customer increases in the average weight per cubic yard per container of the Customer's solid waste materials, increases in taxes, fees or other governmental charges assessed against or passed through to Randy's Sanitation. This excludes income or property taxes. Randy's Sanitation may only increase rates for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.

ARTICLE 8 - CUSTOMER RESPONSIBILITY OF EQUIPMENT

The equipment provided hereunder by Randy's Sanitation shall remain the property of Randy's Sanitation. Customer acknowledges that it takes custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment including damage due to fire or chemical/corrosive reactions or materials (except for normal wear and tear or for loss or damage resulting from Randy's Sanitation handling of the equipment) and for its contents. Customer agrees not to overload (by volume or weight), move or change the equipment, and shall use the equipment only for its intended use. Customer agrees to indemnify, defend and hold harmless Randy's Sanitation against all claims, damages, penalties, suits, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use operation or possession of equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible or collection day, Randy's Sanitation will promptly notify the Customer and provide the Customer with a reasonable opportunity to provide the required access. Randy's Sanitation reserves the right to charge an additional fee for any additional service required due to failure to provide access to the equipment.

ARTICLE 9 - LIQUIDATED DAMAGES

If the Customer terminates this Agreement before its expiration other than as a result of Default by Randy's Sanitation or Randy's Sanitation terminates this Agreement for Customer's Default, which includes nonpayment, Customer agrees to pay Randy's Sanitation as liquidated damages a sum calculated as follows: 1) if the remaining term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the term; or 2) if the remaining term under this Agreement is six months or more, Customer shall pay its most recent monthly charges multiplied by six; or 3) if no service has been performed, customer shall pay the monthly billing projected by Randy's Sanitation for the first month multiplied by six (6). Customer expressly acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to Randy's Sanitation in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed upon as a penalty. In the event the Customer fails to pay Randy's Sanitation all amounts which become due, any and all costs incurred by Randy's Sanitation including collection costs, attorney's fees, and court costs arising from collection of the Customer's account due to non-compliance with the stated terms shall be borne by the Customer as a result of such action. Customer acknowledges that the foregoing liquidated damages are reasonable keeping in mind the anticipated loss of Randy's Sanitation caused by the termination and are not imposed as a penalty.

ARTICLE 10 - PAVEMENT DAMAGE

Customer acknowledges the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of Randy's Sanitation equipment and/or vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing or other driving surfaces resulting from the weight of Randy's Sanitation's vehicles and/or equipment providing service at the Customer location.

ARTICLE 11 - ASSIGNMENT

Neither party shall assign this Agreement without the prior written consent of the other party, except that Randy's Sanitation may assign this Agreement to any corporation or entity at any given time.

ARTICLE 12 - SUSPENSION AND TERMINATION FOR CAUSE

If, during the term of this Agreement, either party shall be in breach of or default in any provision of this agreement (Default), the other party may suspend or terminate its performance hereunder until such defaults are corrected, provided that no termination shall be effective unless and until the complaining party has given written notice of default to the other party and the other party has failed to cure such default within ten (10) days thereafter. In the event any such Default remains uncured for a period of ten (10) days the complaining party may terminate this Agreement by giving the other party written notice of such termination. Upon receipt of such notice, termination will become effective.

ARTICLE 13 - OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES

Randy's Sanitation would like the first opportunity to meet all of the Customer's nonhazardous waste collection and disposal needs. Customer will provide Randy's Sanitation the opportunity to meet those needs and to provide, on a competitive basis, any additional nonhazardous waste collection and disposal services during the term of this contract.

ARTICLE 14 - BINDING EFFECT

This Agreement is a legally binding contract on the part of both Randy's Sanitation, Inc. and Customer and their respective heirs, successors, and assigns, in accordance with the terms and conditions set out herein.

ARTICLE 15 - EXCUSED PERFORMANCE

Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to strikes, riots, compliance with laws or governmental laws, fires, and acts of God and such failure shall not constitute a Default under this Agreement.

ARTICLE 16 - ENTIRE AGREEMENT

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