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Wind River Environmental
d/b/a Stanley Environmental

Wind River Environmental
General Terms and Conditions

Billed to:	**Site Contact:**	**Job Sites:**
Brian Bridgford 151 Travis Point Drive Mooresville, NC 28117	Brian Bridgford brian@surfthelake.net	151 Travis Point Drive Mooresville, NC 28117

Date: 6/6/2023

General Terms and Conditions

The undersigned ("CUSTOMER") agrees to services from WRE described below and purchase from WRE its entire present and future requirements of services at CUSTOMER's locations set forth below &/or attached (each, a "Location" and, collectively, the "Locations"), subject to the following terms and conditions (including those on the second page of this agreement.

Equipment and Product: All equipment described in the table below (including necessary piping, lines, fittings, etc. as determined by WRE) and other equipment/svcs supplied by WRE to PURCHASER (collectively, "Svcs/Equipment") shall be performed at WRE's then applicable rates.

	Service	Frequency	Unit Price*	Quantity	Environmental Compliance	**Energy Recovery	Estimated Total
	Initial Inspection	One Time	$350.00	Two Technicians (6 Hours)	Waived	Waived	$350.00
	Final Inspection	One Time	$350.00	Two Technicians (4 Hours)	Waived	Waived	$350.00

NOTES:

1. Wash the septic tank filter, twice per year.
2. Wash pump tank filter, twice per year.
3. checks for any leaks, twice per year.
4. Inspect pump, floats, control panels and alarms twice per year.
5. Inspection drain field twice per year.
6. Flush system and verify head pressures once per year.

*This contract and service will expire on 12/31/2023 and will not continue unless terminated by either party with a 30-day written notice upon approval of Wind River Environmental dba Stanley Environmental.

*All prices are valid for five business days from proposed date. WRE reserves the right to change proposed prices after forty-eight hours due to unpredictable unforeseen circumstances. All charges will be applied to card on file upon completion of each separate service.

CUSTOMER:

Print Name:_____

Print Title: _____

Authorized Signature:_____

SERVICE PROVIDER: WIND RIVER ENVIRONMENTAL dba Stanley Environmental

Print Name:_____

Print Title: Commercial Account Manager

Authorized Signature:_____

A. SERVICES

WRE agrees to perform all svcs as stated in this agreement in accordance with applicable laws, environmental regulations, & gov't & commercial standards. WRE agrees to obtain and maintain at our sole expense for the term of this Agreement, Comprehensive General Liability Insurance: $1,000,000 for each occurrence, combined single limit for bodily and property damage. Customer warrants that all equipment (grease traps, drain lines, manhole covers, etc.) upon which work is to be performed are owned by the Customer, or that authorization for the work has been obtained from the rightful property owner. The

Customer shall be responsible for compensating WRE for any and all damages collected against WRE by any third party demonstrating actual ownership of the equipment upon which work is to be performed, regarding damage to which the customer represents as their own. Customer agrees to provide access to work areas for WRE's employees and vehicles and agrees to keep access clear and available for movement and parking of trucks and equipment during service time. WRE assumes no liability or responsibilities for any cracking, breaking, puncturing, depressing or any other damage to any driveway, patio, other paved, bricked, stoned, concrete or asphalt surface which may result from trucks and equipment being used to access the job site.

B. AGREEMENT TERM

Customer agrees that WRE is the exclusive provider for this waste for an agreement of two (2) years beginning on the date on which Customer executes this Agreement. Customer understands that this Agreement is for two (2) years and will automatically continue for an additional term of two (2) years unless terminated at the current rate plus an annual increase at an amount equal to the greater of (a) five percent (5%) or (b) the percentage change in the consumer price index selected by WRE. Customer must notify WRE of cancellation at least 90 days before the end of the then existing two-year term; otherwise, the Agreement shall renew for another two-year term. WRE reserves the right to terminate this Agreement at any time with or without cause. WRE has the right to terminate this agreement, in whole or in part, for Customer's failure to pay past invoices in a timely manner or if conditions change which alter the nature and scope of work. This Agreement may not be assigned by Customer without the prior written consent of WRE. If the operations at any Location are conducted at a new location, such new location, at the option of SELLER, shall be a Location subject to all of the terms and conditions of this Agreement. PURCHASER shall give notice to SELLER at least one (1) month prior to the date of any such relocation.

This Agreement may not be assigned by PURCHASER without the prior written consent of SELLER. This agreement is automatically assignable to a New Owner

C. PAYMENT

Customer agrees to pay WRE the amounts listed above on this agreement for grease trap waste removal and/or line jetting services. Payment is to be received upon completion of each svc listed above on agreement for grease trap waste removal and /or line jetting svcs. In event scope of work changes, WRE will be paid for all items on contract that have been completed. Any additional work performed/requested by Customer will be billed on a time & material basis. Service charge of 1.5%/ mo will be added to account thirty days after invoice date. Customer is responsible for all costs associated with the collection including, but not limited to, attorneys' fees and court costs. Taxes, Other Fees and Charges, Permits and Compliance: Customer shall pay all applicable taxes, fees, assessments and penalties and will obtain permits and licenses in any manner connected with the services being provided and will comply with all laws, regulations and ordinances applicable thereto. Customer shall pay WRE an Environmental Fee in connection with WRE's compliance with federal, state and local materials regulations applicable to WRE's operations and activities; Customer acknowledges that Environmental Fee is retained by WRE and not paid to any governmental agency or authority. Customer shall pay WRE any applicable delivery charges, regulatory administrative fees, surcharges (including an energy/fuel surcharge for delivery of Product (per Customer Location) in accordance with WRE's then current energy surcharge), and other charges or surcharges applicable to WRE's customers generally in effect from time to time. **Recurring Credit Card Payment Authorization**, upon signature you authorize charges to your credit card for agreed services. You will be charged the amount invoiced each billing period. A receipt/invoice copy will be available for each payment and the charge will appear on your credit card statement. You agree that no prior-notification will be provided. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Wind River Environmental, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. You certify that you are the authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form.

Authorized Signature:_____

D. INVOICES

With approved credit, WRE will send an itemized invoice in the amount as indicated above on this Agreement to Customer's billing address promptly after services are completed. WRE may require full payment in advance at its discretion. If WRE does not receive the full amount invoiced by the due date on the bill, WRE may assess a late charge not to exceed 1.5% per month of the overdue amount. If Customer fails to pay any bill within thirty (30) days of the due date, WRE will have the following rights: 1). WRE may require full and immediate payment of all amounts due under this Agreement; 2). WRE may suspend or cancel service or 3) WRE may terminate this Agreement in which case Customer remains responsible for all past due amounts plus interest and all other damages incurred by WRE as a result of Customer's breach. All payments will be applied first to oldest balances outstanding. WRE may, at any time, adjust the Monthly Fees, the Product Rate and/or the Overage Rate (the "Price Adjustment") effective fifteen (15) days after notifying PURCHASER of such Price Adjustment (notification may be in the form of an invoice.) If, however, within fifteen (15) days following PURCHASER's receipt of a Price Adjustment Notification, PURCHASER provides WRE with a copy of a bona fide written offer from a reputable SELLER competitor offering Equipment and Svcs in like quantity, like quality, under similar conditions, and at lower prices than those contemplated by the Price Adjustment (a "Competitive Offer"), PURCHASER may terminate this Agreement with respect to those Locations affected by the Price Adjustment, unless, within fifteen (15) days after WRE's receipt of the Competitive Offer, WRE (at WRE's sole discretion) either (a) meets the prices reflected in the Competitive Offer or (b) reinstates the Monthly Fees, Product Rate and/or Overage Rate, as applicable, that were in effect at the time of the Price Adjustment Notification (the "Price Match"). If WRE makes the Price Match, WRE shall have the right, in WRE's sole discretion, to extend the term of this Agreement for up to five (5) years from the date WRE implements the Price Match. Changes in prices pursuant to Section B or Section C of this Agreement shall not constitute a Price Adjustment for purposes of this Section D.

E. EMERGENCY SERVICE/ADDITIONAL SCOPE OF WORK

Requests for immediate grease waste removal/associated svcs shall be construed as an emergency and may be subject to emergency charges in addition to previously stated fees. Unexpected services may be required in the event of natural disasters or other unscheduled repairs to pipes or other infrastructure. Customer agrees to pay additional sums on a time and material basis for any additional work required to complete the job or emergency service caused by canceled contingencies such as foreign matter, rock, stones, broken pipes, or any other condition not really apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of WRE. One-time Emergency fee/service may be up to $350.

Additional Locations: PURCHASER shall notify SELLER of any additional locations operated by PURCHASER and such location(s) (each, an "Add'l Location") shall, subject to SELLER's prior consent, become Locations subject to all of the terms and conditions then in effect under this Agreement. On-call service shall be priced separately and billed at emergency rates.

F. FORCE MAJEURE

Service by WRE is subject to and contingent upon floods, hurricanes and other extreme weather conditions, strike or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond WRE's reasonable control (each, a "Force Majeure Event"). WRE shall advise Customer of the reason for and anticipated length of any such Force Majeure Event. In the event a Force Majeure Event affects only a part of WRE's capability to produce and/or deliver Product and/or Equipment, WRE will allocate production and/or deliveries among the requirements of all its affected customers and WRE's own requirements in a fair and reasonable manner, as determined by WRE. Customer will pay or reimburse WRE for any additional costs incurred by WRE relating to the delivery of any Product and/or Equipment to Customer during a Force Majeure Event. WRE shall not be considered in breach of this Agreement to the extent that the performance of its obligations hereunder is prevented by a Force Majeure. WRE will not be liable to Customer for any failure of the grease trap/svc resulting from events beyond WRE's control, including fire, floods, accident, utility failure and acts of God.

G. MISCELLANEOUS

The individual signing this agreement on behalf of the Customer represents and warrants the he or she is authorized to sign as an owner, manager, officer, partner or employee of Customer and that he or she is empowered to bind Customer to the terms and conditions contained herein.

H. LIMITATION OF LIABILITY

Customer acknowledges that there are hazards associated with the services involved in this Agreement and that it understands such hazards. It is Customer's responsibility to warn and protect its employees and others exposed to such hazards. Customer shall indemnify, defend and hold harmless WRE and its affiliates and their respective employees, agents, successors, officers, and assigns (each, an "Indemnified Party") from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorney and accounting fees) that an Indemnified Party may sustain or incur or which are threatened arising from or in any way related to the services provided by WRE. WRE shall not be liable for costs of procurement of substitute products or services, nor for any loss of business, interruption of business, lost profits or goodwill, or other indirect, special, incidental, exemplary or consequential damages of any kind arising out of or relating to the services provided under this agreement, even if WRE has been advised of the possibility of such loss, and notwithstanding any failure of essential purpose of any limited remedy. no claim of any kind, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the service or services in respect to which such claim is made. the foregoing constitutes customer's exclusive remedy and WRE's sole obligation with respect to any such claim. there are no express warranties made by WRE.

I. DEFAULT

In addition to any other rights or remedies WRE may have at law or in equity, WRE reserves the right to immediately disrupt service in the event of payment delinquency or upon default by Customer in any of the terms or conditions herein (a "Customer Default"). In the event (a) of a Customer Default, (b) that any proceeding under bankruptcy laws shall be commenced by or against Customer, or (c) Customer shall be adjudged insolvent or make any assignment for the benefit of creditors, WRE may, at its option, immediately cancel and terminate this Agreement with or without demand or notice to Customer and without court proceedings (a "WRE Termination for Cause"). Upon a WRE Termination for Cause, Customer shall remain responsible for all costs incurred for which WRE has not been paid, attorneys' fees and costs and any other damages resulting from Customer's default.

J. REPRESENTATION AND INDEMNITY

Customer represents and warrants to WRE that it is not obligated under the terms of any other contract for provision of the same or similar services. In the event that the foregoing representation and warranty proves to be false, Customer hereby indemnifies and holds harmless WRE from and against all costs, including reasonable attorney's fees, damages or liabilities that WRE may incur in connection with any claim asserted by any third party as a result thereof.

K. JURISDICTION

This Agreement shall be governed by and construed under the laws of the state of North Carolina, South Carolina, Massachusetts, Pennsylvania or New York depending upon the location of the services which are the subject of the dispute were performed. For example, if the events giving rise to the dispute were performed in Pennsylvania, Pennsylvania law shall apply. At WRE's sole option, any and all disputes shall be resolved by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.