



Solid Waste/Recycling Cost Reduction Service Agreement

Client: _____
 Address: _____

 City, State, Zip: _____
 Contact: _____
 Telephone: _____ Fax: _____

I. **PURPOSE:** The undersigned, hereinafter called CLIENT, has entered into an Agreement in writing this date with ADVANCED Waste Management, hereinafter called CONSULTANT, to serve as Consultant for CLIENT to reduce and improve expenses related to waste and recycling.

II. **SCOPE OF WORK:** CONSULTANT will evaluate CLIENT's current waste and recycling programs and will examine relevant contracts and expenses incurred in these areas for the purpose of determining overcharges which may now exist or have existed in the past. CONSULTANT will prepare necessary documentation and negotiate with the proper companies to correct overcharges and obtain refunds and/or credits for past overcharges. Further, CONSULTANT will reduce future waste and recycling expenses on behalf of CLIENT utilizing the following process through which CONSULTANT will:

- a. Collect information relating to CLIENT's current waste and recycling programs and associated expenses (the benchmark);
- b. Analyze collected information and develop recommendations designed to reduce future waste and recycling expenses;
- c. Present recommendations along with the expected savings to CLIENT for review and approval. Approval of recommendations that will yield a positive financial impact will not be unreasonably withheld;
- d. Implement approved recommendations at CLIENT locations; and
- e. Provide ongoing monthly reports quantifying the savings generated.

CLIENT shall give its full cooperation to CONSULTANT in completing any forms and providing required information in a timely manner. All information received and the terms of this Agreement shall be held completely confidential by both Parties.

III. **CONSULTANT COMPENSATION (REFUNDS):** CLIENT agrees to pay CONSULTANT fifty percent (50%) of all refunds or credits secured by CONSULTANT on behalf of CLIENT due to past waste and recycling billing errors and overcharges occurring prior to the execution of this Agreement. Payment shall be due within thirty (30) days from the date the credit first appears on CLIENT's billing, or upon receipt of a refund.

IV. **CONSULTANT COMPENSATION (FUTURE BILLING REDUCTIONS):** If CONSULTANT affects a reduction in CLIENT's future waste and/or recycling expenses through the implementation of CONSULTANT's recommendations (as more fully defined in paragraph II above), CLIENT agrees to pay CONSULTANT fifty percent (50%) of these quantifiable future billing reductions on a monthly basis for a period of sixty (60) months beginning the month when CLIENT first realizes the savings and payable by the 30th day of each month thereafter. "Reduction" shall mean the difference between CLIENT's expenses as of the date of this Agreement (the benchmark) and CLIENT's expenses following the

implementation of CONSULTANT's recommendations. If a reduction cannot be achieved, then no fees shall be due CONSULTANT under this section.

V. TERM AND ONGOING SERVICES: The term of this Agreement shall be sixty (60) months from the date of acceptance by both Parties. Any fees earned pursuant to paragraph IV above shall survive the term of this Agreement. During the term of this Agreement, CONSULTANT shall:

- a. Provide CLIENT a monthly savings report detailing the actual monthly savings achieved (per location) through the implementation of CONSULTANT's recommendations;
- b. Examine CLIENT's waste and recycling invoices and receipts for future errors and overcharges and make necessary corrections on behalf of CLIENT. Said corrections will not be subject to compensation to CONSULTANT as defined in paragraph III above;
- c. Assist CLIENT in the resolution of vendor-related service issues which may arise at CLIENT's locations;
- d. Evaluate the accuracy and validity of any and all vendor price increases, and;
- e. Provide recommended language for, and negotiate new waste and recycling vendor service agreements on behalf of CLIENT when applicable.

VI. PROPRIETARY WORK PRODUCT: CLIENT agrees that all reports, analysis, and recommendations and opportunities identified by CONSULTANT for CLIENT are considered CONSULTANT's "Confidential and Proprietary Work Product" and may not be implemented by CLIENT at any CLIENT facility unless CONSULTANT is compensated as set forth in paragraphs III and IV of this Agreement.

VII. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the Parties and their successors or assigns, including merger partners and purchasers of all, or substantially all, of the assets and business of either Party.

VIII. ENTIRE AGREEMENT: This Agreement represents the entire understanding between the Parties and may only be amended in writing by mutual consent of the Parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. Parties agree to submit their respective jurisdiction and venue to the state and federal courts sitting in the State of New Jersey to resolve any disputes or disagreements that may arise under any provision of this Agreement. The Parties further agree to institute such actions only before the courts of the State of New Jersey.

Agreed to and accepted on Date: _____

CONSULTANT

BY: (Signature) _____
James V. Krasnov, Authorized Signator

BY: (Signature) _____
Authorized Signator

PRINT NAME: _____

TITLE: _____