



By approving a quote from Chugach Compost, you indicate that you have read this entire form and agree to have Chugach Compost perform the work described. You agree to all terms and conditions of this agreement. The information contained herein represents the entire agreement between you and Chugach Compost. No verbal agreements between you and Chugach Compost or its agents and representatives, prior versions of this agreement, or any other communications are part of this agreement. Only the work described in this agreement will be performed and only in the manner described in this agreement.

TIMING. Your acceptance of this agreement indicates you are ready to have the work performed now and do not need prior notice to crew arrival. Crews may arrive unannounced to perform the work. You may be charged up to \$250.00 if a crew arrives but cannot perform the work due to circumstances under your control, such as physical barriers, you or your agent sending the crew away, etc. We respectfully request that you inform us in advance if there are factors you are aware of that may prevent us from performing the work at our convenience, such as physical barriers or blocked loading, as examples. If you prefer or require advanced notification, these arrangements can be made and noted on the proposal. Service depends on many factors, including but not limited to weather conditions such as rain, wind, and temperature. To make our operations efficient, Chugach Compost schedules jobs the day they are performed according to weather conditions and other factors.

Chugach Compost requests that the authorizing party provide at least 30-day advance notice for cancellation. If less than 30 days, the customer will be assessed at a minimum, 50% total fee for incurred expenses. Chugach will collect materials and containers within 48 hours. Chugach Compost reserves the right to assess additional charges based on the scope of the approved bid. Additional cancellation fees may apply to any notice less than 24-hour notice.

MATERIALS. Food waste in Chugach-designated containers will be removed as noted in the approved quote. Materials shall not include any prohibited items. Chugach Compost reserves the right to assess additional charges based on the scope of the approved bid.

PROPERTY. Chugach Compost is not responsible for repairing any damage to loading docks or other designated collection points. Surface marks may occur when materials are collected. Such surface marks do not constitute damage to property, including but not limited to fences, gates, gate posts and/or exterior surfaces. Chugach Compost is not responsible to repair or replace surface marks caused in the normal course of service.

Any additional work, work time, or equipment needs required to complete the Contract, caused by any reason, including the Customer's failure complete its responsibilities herein, or caused by unforeseen conditions or conditions outside or beyond Chugach Compost's control, will be the responsibility of Customer and shall be paid for by the Customer on a time and material basis at Chugach Compost's customary rates or as required by any subcontractor of Chugach Compost. These conditions may include but are not limited to: removal of non-waste material, stand-by time due to blocked designated loading area, and changed conditions within the work area after the date of the Quote or Change Orders.

In the event of a discrepancy or complaint regarding the work of this agreement, if you refuse to allow Chugach Compost to return to the property to correct any unsatisfactory work, repair any damage, or complete any incomplete work orders, you agree that all fees of this agreement are due and payable, and no discount will be accepted.

Customer agrees not to enter the work area during the performance of the work unless authorized by



the crew leader on-site. Customers further agree to keep the work area free and clear from all employees, vendors and animals. Chugach Compost is not responsible for pets getting out of any enclosure.

CHANGES. Changes to this agreement requested by you or your agent either before or after crew arrival to your property are subject to approval by Chugach Compost, may incur additional charges, and must be made in writing and documented within the Jobber Application Chugach Compost uses for its services. Reductions to the invoice due to canceling part of the work on this agreement are at the discretion of Chugach Compost and will result in forfeiture of any discounts applied. Excessive changes will result in a minimum \$250 Change Order fee to be assessed on the final invoice.

STANDING. Any discrepancies in the work of this agreement or complaints related to the work must be reported, in writing, to Chugach Compost within 24 hours of the work being performed. Failure to do so is your confirmation that the work was completed to your satisfaction. In the event of a discrepancy or complaint regarding the work of this agreement, if you refuse to allow Chugach Compost to return to the property to correct any unsatisfactory work, repair any damage, or complete any incomplete work orders, you agree that all fees of this agreement are due and payable, and no discount will be accepted.

PAYMENTS. Payment in full is expected immediately upon completion of work and receipt of your final invoice. Interest of 2% per month will be charged to your invoice every 30 days after your invoice is due unless prior payment arrangements have been made in writing. Coupons and discounts will only be honored or accepted on balances paid by the due date. Without exception, late payment will result in a forfeiture of all coupons and/or discounts offered. You agree to pay all collection costs and additional sums incurred by Chugach Compost if your invoice is more than 30 days past due, including but not limited to collection service fees, court costs, attorney's fees, and/or credit agency reporting fees.

INSURANCE. Chugach Compost is fully insured with general liability. Proof of insurance can be verified by requesting a Certificate of Insurance.

INDEMNITY. Once the work subject to this contract has been completed by Chugach Compost, customer/owner agrees to indemnify and hold harmless Chugach Compost, its employees, and its agents for any injury, loss, or expense in any way related to services performed under this contract, other than as expressly set forth above. In no event shall Chugach Compost be liable to customer/owner for any damages of any sort that occur more than six (6) months after the scope of work subject to this contract has been completed, regardless of whether the damages arise from the work performed by or at the direction of Chugach Compost. The parties herein further agree that in no instance can the customer/owner seek damages in excess of Chugach Compost applicable policy liability.

MEDIA RELEASE. Chugach Compost may take pictures and record video and/or sound or utilize Client Logos to be used for training and promotional purposes. The authorizing party grants Chugach Compost the right to use, publish, and reproduce pictures, video, and sound recordings in any and all media formats for any and all purposes. In addition, the authorizing party waives the right to receive any payment from Chugach Compost for use of this media.