



## **HOA SOLID WASTE AND RECYCLING SERVICES AGREEMENT**

This HOA Solid Waste and Recycling Services Agreement (this “Agreement”) is made and entered into this 1st day of June 2025 (“Effective Date”), by and between Crestlake HOA (hereinafter called “HOA” or “Customer”), and Waste Connections of Kansas, Inc. (hereinafter referred to as “Contractor”).

### **RECITALS**

WHEREAS, HOA has determined that it is in the best interests of its residents that HOA contract with Contractor to provide its residents with preferred solid waste removal services;

WHEREAS, Contractor has offered to provide solid waste removal services for an agreed upon fee schedule as provided herein to the residents of HOA (as further defined herein); and

WHEREAS, said offer is also conditioned upon the fact that this Agreement will be exclusive, and that HOA will not contract with any other haulers for preferred solid waste disposal service to the residents of HOA.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto agree as follows;

### **ARTICLE I SERVICES RENDERED**

Contractor shall be the preferred provider for the collection and hauling of all Waste Materials (as defined below) generated and collected by all current and future residents that are subject to the bylaws, regulations or other governing documents of the HOA. HOA shall not, during the term of this Agreement, contract with any other party for the services to be provided under this Agreement. HOA will endeavor to promote Contractor as refuse service provider to HOA Residents. However, HOA will not be liable to Contractor in the event any HOA Resident uses a refuse service provider other than Contractor. HOA represents and warrants that it has the authority to bind and hereby does bind the HOA to the terms of this Agreement, for those HOA Residents that select Contractor for services. Contractor agrees to furnish the services and equipment specified in this Agreement. Contractor will meet all city, county, state and federal licensing applicable to residential waste collectors. Contractor may refuse service when a HOA Resident fails to comply with applicable waste regulations. Contractor agrees to provide when requested a certificate of insurance to HOA.

Contractor is not required to collect Waste Materials on the following holidays: New Year’s Day, Thanksgiving Day, and Christmas Day. It is the Contractor’s discretion whether to provide service on these specific dates. If a collection day shall fall on any such holiday, Contractor shall provide collection services before or after the holiday with appropriate notice to HOA Residents.

### **ARTICLE II TERM**

**THE INITIAL TERM (THE “INITIAL TERM”) OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE DATE. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 12 MONTHS TERMS (EACH A “RENEWAL TERM” AND TOGETHER WITH THE INITIAL TERM, THE “TERM”) THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE SIGNATURE PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE**

**AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. THERE WILL BE A DISCONNECTION FEE FOR ANY HOA RESIDENT WHO CANCELS SERVICE AND REQUEST THAT THEIR CART OR CARTS BE PICKED UP.**

### **ARTICLE III WASTE MATERIALS**

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by HOA Residents within the neighborhood (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and HOA Residents shall not deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). HOA Residents shall comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by HOA Residents to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

HOA Residents must place Waste Materials in the waste containers provided by Contractor and must place the containers within three (3) feet from the street. Contractor will collect the Waste Materials from the containers which are timely placed for collection within three (3) feet from the street. Contractor shall collect Waste Materials placed outside of such containers as allowed in Exhibit A to this Agreement.

### **ARTICLE IV TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with HOA Residents.

### **ARTICLE V PAYMENTS**

Contractor shall invoice each HOA Resident according to the rates set forth on Exhibit A attached hereto and incorporated herein by reference ("Charges"). Each HOA Resident utilizing the services shall be responsible for its own bills. HOA shall in no way be responsible for service charges under this agreement. Contractor may suspend service to any resident who fails to timely pay all amounts due.

### **ARTICLE VI RATE ADJUSTMENTS**

On January 1, 2026, all rates will increase by no more than seven percent (7%). Rates will then increase by no more than seven percent (7%) on each subsequent January 1st thereafter, of the initial term (not including recycle rates).

### **ARTICLE VII SERVICE CHANGES AND AMENDMENTS**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be amended in writing.

**ARTICLE VIII  
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, HOA Residents shall have care, custody and control of the equipment while at their locations. Each HOA Resident shall be responsible for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. HOA Residents shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Each HOA Resident shall pay additional charges each time that a container is overloaded (by weight or volume). Each HOA Resident shall use the equipment only for its proper and intended purpose. HOA Residents must provide unobstructed access to the equipment on the scheduled collection day. HOA Residents requiring return trips due to an HOA Resident failure to timely set out their equipment, or for other reasons within the control of the HOA Resident, will result in an assessment of special charges in addition to regular charges. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

**ARTICLE IX  
DAMAGE TO PAVEMENT**

Contractor shall not be responsible for damages to any HOA owned pavement, curbing or driving surface resulting from its trucks providing service. Contractor may refuse to pick up materials from locations where, because of the condition of the streets, alleys, or roads, it is impracticable to operate vehicles. Contractor may refuse to enter on private property when, in Contractor's sole judgment, the weight of the collection vehicle may damage the driveway.

**ARTICLE X  
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XI  
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and reasonable discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XII  
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or

government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

### **ARTICLE XIII BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

### **ARTICLE XIV ATTORNEYS' FEES**

In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court must take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party.

### **ARTICLE XV ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL**

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XI, XII, XIV and XVI.

### **ARTICLE XVI CLASS ACTION WAIVER**

**THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.**

Notwithstanding anything to the contrary herein or in any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

**Contractor:**

**Waste Connections of Kansas, Inc.**

**2745 N. Ohio Wichita, Ks. 67219**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer:**

**Crestlake HOA – Wichita, Kansas**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Service Description and Rates for Crestlake HOA

1. The initial quarterly charge for solid waste collection service under this Agreement for a ninety-five (95) gallon trash container serviced one time per week at the curb shall be Forty-nine and 41/100 Dollars **(\$49.41)** per quarter, per residence, for curbside collection.
2. With the ninety-five (95) gallon trash service, extra trash that is left at the curb will be picked up if it's limited to five (5) additional bags no larger than 13-gallon kitchen bags or 39-gallon bags for leaves **OR** two personal receptacles (no larger than 32 gallons/40lbs) **OR** 5 bundles of limbs/twigs (no larger than 4' long and 12" in diameter). The 39-gallon bags must be able to be picked up by one person and not weigh more 20lbs. If the bag breaks the driver is not responsible to clean up the mess. All trash should be bagged inside trash cart. Extra beyond these limits will cost \$1.50 for each additional bag or bundle and are prepaid to WC. Cardboard boxes that are thrown away as trash must be bagged.
3. Additional trash cart(s) requests by HOA Residents shall be billed at the rate Twenty-Four & 00/100 **(\$24.00)** per quarter.
4. In addition to solid waste collection services, optional residential recycling service is available to each HOA Resident, upon request by a resident, at the recurring rate Forty-two and 00/100 Dollars **(\$42.00)** per quarter, per HOA resident. Residential recycling service shall be provided every other week as set by Contractor and shall be curbside service only. No extra recycle material outside of the recycle cart will be picked up. If customer constantly has extra recycled material, they should get 2<sup>nd</sup> recycle cart. This recycle rate is not guaranteed.
5. WC currently services fifty-seven (57) of the sixty-six (66) homes in the HOA. This is eighty-six percent (86%) participation. WC requires the participation of 85% or higher to maintain the rates listed within this agreement. We would ask that participation rates maintain or increase in order to continue to receive the discounted rates outlined in the agreement.