

SHIPPED NOV 06 2013

Thank You!

...for your loyalty

3/1/2013

Westbriar Plaza Condominium  
C/O Advantage Community Mgmt  
11350 Random Hills Rd Ste 800  
Fairfax, VA 22030-6044

Account # 0299240001  
Westbriar Plaza Condominium

RECEIVED MAR 04 2013

Dear Westbriar Plaza Condominium,

American Disposal Services wanted to take this opportunity to thank you, our valued customer.

As a family-owned and operated waste and Single Stream recycling collection provider we understand that everyone is experiencing the financial strain during these hard economic times. We cherish all of our customers and have been honored to serve you for the past year. Believe us when we tell you that every single customer is an integral part of our family, and without you we could not continue to provide the excellent service that each customer deserves.

Next month will mark the anniversary date for your account with our company. American Disposal Services is proud to continue to provide you with the best option for local solid waste and recycling collection for years to come.

The terms of our Service Agreement allow American Disposal a percentage increase each year, however, because we value our customers and their loyalty to our company, we wanted to reward you. This year, American Disposal has decided to waive this increase for your account to show you how much your loyalty means to us. We hope you will find this savings beneficial.\*

We are grateful and look forward to our continued relationship.

Sincerely,



Bryan Coury  
American Disposal Services  
Executive Vice President of Sales

\*American Disposal Services reserves the right to waive this percentage increase for specific customers providing long-term loyalties to our company.



emailed BoD 3/1/13



SHIPPED NOV 06 2013

**SERVICE CHANGE FORM**

ACCOUNT #: 0299240001  
 EFFECTIVE DATE: 07/26/2012  
 SALES REP/REQUESTED BY: Brad Thomas  
 MAP COORDINATES: 5525-D10

CUSTOMER INFORMATION:

SITE NAME Westbriar Plaza Condominium		CUSTOMER NAME Advantage Community Management	
ADDRESS 2663 & 2664 Manhattan Pl			
CITY Vienna		STATE VA	ZIP CODE 22180
CONTACT NAME Stephen Harrison		CONTACT E-MAIL	
TELEPHONE (703) 631-2003	FAX # (703) 266-2804	AUTHORIZED BY / PO NUMBER Terry Lane	
CHANGE TYPE Other			

CURRENT SERVICE:

QTY	BUSINESS TYPE	DESCRIPTION	SVC CODE	FREQUENCY	SUB COST	UNIT COST	CURRENT TOTAL
10	REARLOAD	96 Gallon Commercial Trash Svc	C96TR	3 times per week	\$0.00	\$44.97	\$449.73
8	RECYCLING	96G S. Stream Recycle Commercial Svc	C96SSRC	Weekly	\$0.00	\$15.36	\$122.90
2	FRONTLOAD	4 Yd Plastic Front Load Trash Svc	04PSTFL	3 times per week	\$0.00	\$477.35	\$954.69
1	FRONTLOAD	4 Yd Plastic FL Single Stream Recycle Svc	04PSTFLSS	2 times per week	\$0.00	\$115.33	\$115.33
1	REARLOAD	Bulk Pick-up Scheduled Svc	BULKPKUP	Weekly	\$0.00	\$297.35	\$297.35
					\$0.00	<b>TOTAL MONTHLY</b>	\$1,940.00

WEIGHED ACCOUNT Yes

FUEL ADDENDUM EXEMP

NEW SERVICE:

PERCENT PROFIT

QTY	BUSINESS TYPE	EQUIP	DESCRIPTION	SVC CODE	FREQUENCY	SUB COST	UNIT COST	CURRENT TOTAL
20	REARLOAD	96	96 Gallon Commercial Trash Svc	C96TR	3 times per week	\$0.00	\$47.50	\$950.00
16	RECYCLING	96	96G S. Stream Recycle Commercial Svc	C96SSRC	2 times per week	\$0.00	\$30.63	\$490.00
-	-	-	-			\$0.00		
-	-	-	-			\$0.00		
1	REARLOAD	Hand	Bulk Pick-up Scheduled Svc	BULKPKUP	Weekly	\$0.00	\$297.35	\$297.35
-	-	-	-					
						\$0.00	<b>TOTAL MONTHLY</b>	\$1,737.35
						\$0.00	<b>NET +/-</b>	-\$202.65

SPECIAL INSTRUCTIONS/ DIRECTIONS/ COMMENTS (AS CLEAR AS POSSIBLE):

Swapping FL cans for Toters to match other trash room, in the other building

Recycling changing to 2x week ( tues, fri. )

PERCENT PROFIT

ONE-TIME CHARGE

CANCELLATIONS:

CANCEL REASON:

CANCELLATION DESCRIPTION:

CONTAINER DIVISION \_\_\_\_\_ DISPATCH DIVISION \_\_\_\_\_



P.O. Box 1326 • CENTREVILLE, VA 20122  
 1-866-884-8700 • 703-368-0500 • (Fax) 703-369-1133  
 www.americandisposal.com

**SERVICE AGREEMENT**

Confidential

New Account       Existing Account

Customer Mailing Address:

Select Community Services  
 P.O. Box 221350  
 Chantilly, VA 20153  
 FID# N/A

Service Location:

Westbriar Plaza Condominium  
 Homeowners Association  
 2403 Manhattan Pl # 2004  
 Manhattan Pl. Vienna, VA 22180  
 County of Service:

Mail Invoice to:  Customer     Service Location

Municipality: Y (N) Fairfax County

Check One:  Corp.     Gen. Ptr.     Govt.     Ltd. Liab Co.     Ltd. Ptr     Sole Prop.     Other

Billing Contact: Mr. Stephen Harrison

Types of Operation: (Check One)

Phone #: 703-631-2003

Fax #: 703-260-2804

Apartments #

Condominium # 116

Email Address: SHARRISON@SOS-MANAGEMENT.COM

Office

Office w/ Restaurant

Site / Service Contact: (SAME AS ABOVE)

Restaurant

Phone #:

Fax #:

Retail (Type)

Email Address:

Warehouse

Other

QTY	SIZE	SYSTEM	FREQUENCY	WASTE TYPE	# SITES	OWNER	CHARGE
10	90G	RL	3x week	(TR) CB, SS	1	ADS	\$449.72
8	90G	RL	1x week	TR, CB, (SS)	1	ADS	\$12290
1	BULK	RL	1x week	TR, CB, SS	2	ADS	\$20735
2	HYD	FL	3x week	(TR) CB, SS	1	ADS	\$954.66
1	HYD	FL	1x week	(TR) CB, (SS)	1	ADS	\$65.33
				TR, CB, SS			

DELIVERY FEE: \$50.00 Resign FUEL SURCHARGE FLOOR: N/A MONTHLY CHARGE: \$1,890.00

Comments: Term of contract till ~~31 August 2017~~ 31 August 2017

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF CUSTOMER, HAVE READ, FULLY UNDERSTAND AND AGREED TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, WHICH ARE INCORPORATED HEREIN, AND WHICH ARE INCLUDED AS PART OF THIS AGREEMENT.

Company: American Disposal Commercial Services, Inc.

Authorized Signature: *[Signature]*

Customer: "APPENDED SERVICE"

Date Signed: March 16, 2011

Authorized Signature: Agreement

Service Start Date: April 11, 2011

Print Name & Title:

ACCOUNT #: 029924-0001

Date Signed:

American Disposal Commercial Services  
P.O. Box 1326  
Centreville, Va. 20122

RECEIVED FEB 25 2014

IMAGED

Westbriar Plaza Condominium  
C/O Advantage Community Mgmt  
11350 Random Hills Rd Ste 800  
Fairfax, VA. 22030-6044

**Service Location:**

Westbriar Plaza Condominium  
2663 & 2664 Manhattan Pl  
Vienna, VA. 221807374

Account # 029924

Dear Valued Customer,

In an effort to assist you with your annual reporting requirements we are providing you with this report of solid waste and recycling materials collected for last year.

Below you will find your service level and the total amount of waste and recycling produced from your facility. These amounts are estimated based on your service levels (yardage and frequency) using actual company averages and industry standards.

If you have perminate roll off services, these amounts will be sent to you in a separate report.

**Below are the figures for your annual report from January 1, 2013-December 31, 2013:**

Svc Date Range: 01/01/2013	12/31/2013	96G S. Stream Recycle Commercial Svc	Tons:	<b>28.04</b>
Svc Date Range: 01/02/2013	12/30/2013	96 Gallon Commercial Trash Svc	Tons:	<b>59.28</b>

If you have any questions, please don't hesitate to call our office at (703) 368-0500

As always, we thank you for your valued business.

Warmest Regards,

American Disposal Commercial Services  
Manassas, Va 20110

New Account Territory Mgr: Nicole Z  
 Existing Account #: 029924-0001  
 Site Name: Westbriar Plaza Condo  
 Site Address: 2663 & 2664 Manhattan Pl  
Vienna, VA 22180  
 Site Contact: Stephen Harrison  
 Phone: 703-631-2003  
 Delivery Date: April 11, 2011  
 Start Service Date: April 11, 2011  
 County/Map Coordinates: FFX 00 / 5525 D10

	QTY	SIZE	FREQ
Trash	2	4yd Plastic	3xwk
SS	1	4yd Plastic	1xwk

Cardboard Remove: 5 96 GTR

Other: 2 locations  
BULK PARK TOWER Dr. + Manhattan

EQUIPMENT:	ACCESS:	STICKERS:
<input type="checkbox"/> Early Can Placement OK <input type="checkbox"/> Slant <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Dock Feed <input type="checkbox"/> Other <input checked="" type="checkbox"/> Castors <input type="checkbox"/> Locking Castors <input type="checkbox"/> Lock Set Up	<input type="checkbox"/> Keys <input checked="" type="checkbox"/> Security Gates <input checked="" type="checkbox"/> Access Code <input type="checkbox"/> Time Stop	<input type="checkbox"/> Overhead Wires <input checked="" type="checkbox"/> Single Stream <input type="checkbox"/> Cardboard <input type="checkbox"/> No Service Before 6 a.m. <u>garage we have keys.</u>

Directions (from yard):  
66E to Nutley exit 62  
1 on Rt 261 - Lee Hwy  
1 on Gallows Rd.  
2 on 1st cross st. onto  
Park Tower Dr. → entrance  
to trash room 2 onto  
Manhattan Pl.

**2 - TRASH ROOMS** 1 - 2663 Manhattan Pl. where all carts will go. Entrance Park Tower  
 2 - 2664 Manhattan Pl. where all front load goes.

Refurbish: (10) 96 GTR TOTES  
 or (8) 96 G Rec TOTES  
 Swap

**\* Sticker ALL RECY CARTS w/ 2**

**PRE-EXISTING CONDITIONS RELEASE**

I, (signature) \_\_\_\_\_, authorize representative of \_\_\_\_\_

acknowledgement and confirm that on (date) \_\_\_\_\_ the conditions checked, or written below were in existence prior to its contract with American Disposal Services and that American Disposal Services is not liable for such property damage or any property damage that may arise out of such condition in servicing this location.

- |  |   |
|--|---|
| <input type="checkbox"/> No Damage<br><input type="checkbox"/> Enclosure Damage<br><input type="checkbox"/> No Pegs or Latch to Hold Gate Open While Servicing<br><input type="checkbox"/> Weak, Cracked, Broken Wooden Enclosure<br><input type="checkbox"/> Weak, Cracked, Broken Brick Enclosure<br><input type="checkbox"/> Weak, Cracked, Broken Pavement<br><input type="checkbox"/> Weak, Cracked, Broken Curbside<br><input type="checkbox"/> Cracked, Damaged Island <input type="checkbox"/> Other _____ | <input type="checkbox"/> No Enclosure<br><b>TRASH ROOMS (2) see pics.</b><br>To better service your location we have listed various conditions which could cause potential problems if not corrected or changed.<br><input type="checkbox"/> Enclosure Not Large Enough to Service Area<br><input type="checkbox"/> Enclosure Being Used for Storage (Temporary and/or Permanent)<br><input type="checkbox"/> Gate Does Not Open Far Enough to Safely Service Account<br><input type="checkbox"/> Vehicles in the Area <input type="checkbox"/> Other _____ |
|--|---|

(If anything is checked above; please attach photo to this release.)

# TERMS AND CONDITIONS

**DISPOSAL SERVICES.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste and recycling materials (collectively, "Waste Materials") and Company agrees to furnish all necessary containers (Equipment), labor, transport, and materials necessary to provide such services ("Disposal Services").

**WASTE MATERIALS.** Waste Materials shall NOT contain (i) tires, appliances, pallets, or furniture, (ii) rock, concrete, dirt, soil, sand, grass clippings, or landscape, yard, or construction debris, (iii) any paint, stain, wax, hazardous, infectious, medical, biomedical, biohazardous, explosive, volatile, flammable, corrosive, radioactive, or toxic substance, waste, pollutant, or contaminant, or (iv) waste materials deposited by third parties (collectively, "Excluded Waste"), as defined by any collection facility or applicable federal, state, or local government (including any department or agency thereof) law, regulation, rule, or order (collectively, "Applicable Laws"). Customer shall indemnify, defend, and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, losses, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Claims") resulting from handling or disposing of Excluded Waste. Customer may dispose of Excluded Waste described in subsections (i) and (ii) by contacting Company, requesting a special collection, and agreeing to pay the additional fee and charges for such service.

**TITLE.** Company shall acquire title to Waste Materials loaded into Company's truck. Company shall have no confidentiality obligation with respect to any Waste Materials. Title to and liability for any Excluded Waste shall remain with Customer at all times, Company shall not acquire title to or responsibility for any Excluded Waste.

**TERM.** This Agreement shall continue for 60 months from the start date. This Agreement shall automatically renew for successive 60 month terms unless either party gives written notice of termination to the other in at least 90 days, but not more than 180 days, before the end of the then current term. Any notice of termination under this agreement by customer shall be void unless sent via postage paid return receipt requested and is actually received by company. SGH

**EQUIPMENT ACCESS.** All Equipment shall remain Company's property. Customer shall be liable for all lost Equipment or damage to Equipment (except for normal wear and tear resulting from Company's handling of the Equipment). Customer shall use the Equipment only for its proper and intended purpose and shall not conduct any weight or volume moves, or other the Equipment. Customer shall indemnify, defend, and hold harmless Company from and against all Losses resulting from any injury or death to persons or loss or damage to property (including the Equipment) arising out of Customer's use, operation, or possession of the Equipment. Customer shall provide Company (i) safe, unobstructed access to the Equipment on every scheduled collection day and (ii) all keys, access cards, etc. required for such access at no cost to Company. Company may access an additional fee which Customer agrees to pay if (i) Customer fails to provide access, (ii) Company cannot access the Equipment, (iii) the Equipment is overloaded by weight or volume, or (iv) items that require Special Pick Up are included with Customer's waste. Customer warrants that its property is suitable to support the weight of Company's Equipment and vehicles. Company shall not be responsible for any damage to Customer's property, including pavement, roofing, or other driving surfaces, which occurs while performing Disposal Services.

**PAYMENT.** Customer shall pay Company for Disposal Services at the rates provided in the Agreement. Customer shall pay all taxes, fees, and other governmental charges assessed against or passed through to Company (other than income or gross receipts taxes). Customer shall pay such fees as Company may impose from time to time up to the maximum amount allowed by Applicable Law by notice to Customer (including, by way of example only, interest, late payment, administrative, or environmental fees). Without limiting the foregoing, Customer shall pay Company (a) a fee of fifty dollars (which may be increased by notice to Customer) for each collection made by Customer that is an insufficient funds check, returned or dishonored; and (b) fuel surcharges (based on the amounts shown in Company's invoices) which may change from time to time. Customer shall pay Company within 15 days of the date of Company's invoice. If any time after Company becomes concerned about Customer's creditworthiness or after Customer fails to make any payment, Company may request a deposit in an amount equal to one month's charges under the Agreement. Customer shall pay such deposit within ten (10) days of Company's request. SGH

**RATE ADJUSTMENTS.** After notice to Customer, Company may increase the rates provided in this Agreement to adjust for any increase in: (a) disposal or recycling fees, (b) fuel and transportation costs (including, by way of example only, the increase in the price of fuel), (c) the Fuel Surcharge, (d) the cost of disposal or recycling, (e) the average weight of waste, (f) the average weight of containers, (g) the cost of disposal or recycling, (h) the cost of disposal or recycling, (i) the cost of disposal or recycling, (j) the cost of disposal or recycling, (k) the cost of disposal or recycling, (l) the cost of disposal or recycling, (m) the cost of disposal or recycling, (n) the cost of disposal or recycling, (o) the cost of disposal or recycling, (p) the cost of disposal or recycling, (q) the cost of disposal or recycling, (r) the cost of disposal or recycling, (s) the cost of disposal or recycling, (t) the cost of disposal or recycling, (u) the cost of disposal or recycling, (v) the cost of disposal or recycling, (w) the cost of disposal or recycling, (x) the cost of disposal or recycling, (y) the cost of disposal or recycling, (z) the cost of disposal or recycling. SGH

**MODIFICATIONS.** Company may modify (i) the type, size, or quantity of Equipment, or (ii) the schedule for, type, or frequency of the Disposal Services, and in either case the rates shall be adjusted. The Agreement shall remain in full force and effect after any modification or elimination of Customer within the area in which Company provides Disposal Services. A modification may be evidenced verbally, in writing, or by the parties' actions and practices.

**SUSPENSION.** If any amount due from Customer is not paid within 30 days after the date of Company's invoice, Company may, without notice and without altering or terminating this Agreement, suspend Disposal Services until Customer has paid (i) all amounts due under this Agreement (including during the period of suspension), and (ii) a service interruption fee as permitted by Applicable Law.

**TERMINATION.** In addition to its suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer notice of the breach. Company's failure to suspend Disposal Services or terminate this Agreement when Customer fails to timely pay or otherwise breach this Agreement shall not constitute a waiver of Company's rights under the Agreement.

**PAYMENT UPON TERMINATION.** If Customer terminates this Agreement before its expiration or if Company terminates the Agreement as a result of a breach by Customer (including suspension), Customer shall pay to Company as liquidated damages, in addition to all amounts due for services performed, an amount equal to the average of the most recent 6 months' monthly charges multiplied by (a) a factor of 12 if there are more than 24 months remaining in the Term, (b) a factor of 6 if there are less than 24 months but more than 6 months remaining in the Term, or (c) the number of remaining months if there are 6 or fewer months remaining in the Term. Customer acknowledges that, in the event this Agreement is terminated, actual damages to Company would be uncertain and difficult to ascertain and, therefore, the applicable amount is the best, reasonable, and objective estimate of Company's actual damages, does not constitute a penalty, and is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to all amounts otherwise due under the Agreement.

**PERFORMANCE.** A party's failure or delay in performance (other than a failure to make any payment when due, which is never excused) shall be excused and shall not constitute a breach of this Agreement if it is the result of (i) circumstances beyond its reasonable control, including strike, riot, labor unrest, parked vehicles, impassable roads, construction, flood, fire, earthquake, inclement weather, acts of God, or terrorism, (ii) compliance with Applicable Law or governmental orders, (iii) inability to recycle, disposal, or transfer station closure, including unscheduled interruptions in service, and (iv) holiday (Thanksgiving, Christmas, New Year's Day, or other day that the local recycling, disposal, or transfer station that Company uses is closed). Any regularly scheduled Disposal Service that is delayed or not provided as scheduled will be provided on Customer's next scheduled service day. Customer must notify Company within twenty-four (24) hours of any excused performance delay or failure to be considered for a service charge adjustment. Customer shall give written notice to Company at the address identified on the first page of the Agreement by postage prepaid first class certified mail, return receipt requested within 5 days of any circumstances or event that Customer believes is a failure by Company to fully perform its obligations hereunder. Company shall have 10 days from receipt of such notice to investigate and take corrective action, during which this Agreement shall remain in full force and effect.

**RIGHT OF FIRST REFUSAL.** If Customer has given notice of intent to not renew this Agreement or this Agreement has otherwise expired and Customer receives a bona fide proposal for Disposal Services from a third-party routinely engaged in the commercial waste disposal and recycling business, Customer shall discuss the terms and conditions of the proposal to Company and Company shall have thirty (30) days to submit a competing proposal.

**ENFORCEMENT.** This Agreement is governed by the laws of the jurisdiction where the Disposal Services are performed. No waiver by Company of Customer's default or breach hereunder waives any subsequent default or breach by Customer. The parties waive their right to trial by jury in the event of any litigation between them. In any action brought by Company to enforce, and/or to collect any amounts due pursuant to this Agreement, Company shall be entitled to recover all costs of collection, including interest at the maximum rate permitted by law, and attorney's fees, and court costs.

**NOTICE.** All notices to Company required or permitted under this Agreement shall be in writing and addressed to it at the address identified on the first page of this Agreement and sent by postage prepaid first class certified mail, return receipt requested. Such notice shall be effective as of the date that Company actually receives such notice as evidenced by the signed return receipt. No other notice to Company shall be effective under this Agreement. Company shall provide notice to Customer at its address on the first page of this Agreement, which shall be effective when received, but no later than five business days after mailing postage prepaid, first class US mail.

**MISCELLANEOUS.** This Agreement sets forth the entire agreement of the parties regarding the subject matter of this Agreement on the date it is signed. It supersedes all prior agreements, whether written or oral, between the parties and has been negotiated and entered into by the parties without the assistance of any third party or broker. This Agreement shall be binding upon and made solely to the benefit of the parties and their heirs, successors, purchasers, and permitted assigns. Customer may assign this Agreement only with Company's prior written consent, which shall not be unreasonably withheld. Company may assign this Agreement. This Agreement is confidential and the parties agree not to disclose it to any third party. If any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall be modified so as to be valid, legal, and enforceable or, if modification is not possible, it shall be severed from the Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that a copy of this Agreement made or stored in any customary manner, including facsimile or electronically or digitally stored copy, is valid as an original.

AGREEMENT BETWEEN  
The Westbriar Plaza Unit Owners Association  
AND  
American Disposal Services

An Agreement, made this 21st day of March 2011 by and between The Westbriar Plaza Unit Owners Association (hereinafter referred to as the Association) located in Fairfax, VA and American Disposal Services (hereinafter referred to as the Contractor), located in Centreville, VA do hereby enter into an Agreement for the following services, according to the following terms, conditions, and purposes:

I. CONTRACTOR QUALIFICATIONS

- A. The Contractor hereby affirms that it is capable of the services described herein as an independent contractor; that it has the necessary experience, equipment, staff, and resources to perform such services; further, that it is familiar with and does and will conduct such services in full compliance with all Federal, State, and local regulations including but not limited to occupational health and safety insurance and tax laws and is authorized to do business in the jurisdiction of the Association.
- B. The Contractor affirms that it carries property damage insurance in the amount of at least \$1,000,000 for each occurrence and public liability in the amount of at least \$1,000,000 for each person, and in the amount of at least \$1,000,000 for each occurrence with no aggregate limit. The Contractor hereby affirms that the Association, its managing agent, members, guests, and invitees, are named on the policy as insureds. The Contractor agrees to notify the Association in the event of any occurrence of accident harming either life, limb, or property caused by its actions. The Contractor agrees to provide certificates of insurance with the Association, its managing agent members, guests, and invitees as named insureds prior to commencement of any work.

II. CONTRACTOR RESPONSIBILITIES

- A. Labor and Materials: Contractor agrees to furnish all labor, machinery, equipment, etc., which are necessary to perform the services in accordance with the specifications in the appended Service Agreement. All equipment and materials shall be of such types and quality as to perform the services described herein without damage to any of the Association's, its managing agent, members, guests, or invitees' property. All personnel are to be properly trained, licensed (if necessary), and perform services in a professional manner.
- B. Additional Contractor Responsibilities: Contractor shall adhere to the specifications in Exhibit I in performing the services described herein, using his experience, expertise and initiative to enhance the appearance of the community. Contractor shall obtain all permits and arrange for all inspections that might be required by local jurisdictions in the performance of the services described.
- C. Nonassignment: This agreement is intended to be an agreement solely between the above named parties and is not assignable. Any attempt to assign the agreement would be considered a default under the Agreement.

AGREEMENT BETWEEN  
The Westbriar Plaza Unit Owners Association  
and  
American Disposal Services

D. Services: The services required are set forth in the appended Service Agreement. Such services are to be performed in good workmanlike manner.

### III. CHARGES AND PAYMENTS

In return for the satisfactory delivery of services as outlined herein by the Contractor, in accordance with this Agreement, the Association agrees to pay the Contractor as per the appended Service Agreement, payable within 30 days of receipt of invoice. Charges shall be billed and paid automatically after services rendered, unless otherwise instructed by the Association. All services provided shall be itemized on the invoice including the date the service was provided and a brief description of the service. Charges shall be subject to increases in Disposal Fees imposed by Fairfax County provided Contractor has given Association a minimum of 30 days notice. Charges shall not be subject to Fuel Surcharges for the duration of this agreement.

### IV. SUSPENSION AND TERMINATION

Services may be suspended as provided for in the respective clause of the appended Service Agreement. This Agreement may be terminated by the Association before the end of the contract period only for cause, provided thirty (30) days prior written notice is given the Contractor. Cause, for the purposes of this agreement shall be interpreted to mean that the Service Specifications and the respective PERFORMANCE clause of the appended Service Agreement have not been met by the Contractor. In the event of performance deficiencies by the Contractor, the Association shall provide written notice within 24 hours of noting the deficiency and give the Contractor a ten (10) day period in which to rectify such deficiency. Such deficiency notice shall be provided by email to the Contractor's Account Manager. Termination notice must be sent by Certified Mail, Return Receipt Requested.

### V. PENALTY FOR NONPERFORMANCE

Notwithstanding termination provisions contained above in Section IV of this Agreement, if in the Association's opinion the Contractor's performance is unsatisfactory either in terms of materials or labor, the Association reserves the right to withhold all or partial payment after notification to the Contractor of the deficiencies, and allowing the Contractor ten (10) days to correct same. In the event the Contractor is unable to correct the deficiencies within the ten (10) day period, the contract shall be terminated.

### VI. INDEMNIFICATION

Contractor shall indemnify, defend, and save the Association harmless from all claims, investigations and suits with respect to any alleged or actual act of negligence; violation of state or federal laws or acts of malicious or illegal conduct by the Contractor, his employees or others directly or indirectly associated with the Contractor or his employees. The Contractor shall, upon demand, reimburse and hold harmless Association for any and all sums paid out by Association to defend, compromise, or settle any claim or any action, suit, or proceeding brought against Association as a result of the Contractor's performance of the services described herein.



AGREEMENT BETWEEN  
The Westbriar Plaza Unit Owners Association  
AND  
American Disposal Services

VII NOTICES

All notices pursuant to the provisions of this Agreement shall be in writing and mailed postage prepaid to:

The Westbriar Plaza Unit Owners Association:

Community Manager  
c/o Select Community Services  
PO Box 221350  
Chantilly VA 20153

and American Disposal Services:

Nicole Zilleruelo  
Assistant District Sales Manager  
PO Box 1326, Centreville, VA 20122

as the case may be. Notice shall be effective upon hand-delivery, or three days after postmark date, except for notice of change of address, which shall be effective upon receipt.

VIII. ENTIRE AGREEMENT

The parties agree that this Agreement constitutes the entire Agreement between the parties, and that any change to the provisions of the Agreement must be made in writing.

IX. INTERPRETATION

The laws of the Commonwealth of Virginia shall govern the interpretation and all matters relating to this contract.

AGREEMENT BETWEEN  
The Westbriar Plaza Unit Owners Association  
and  
American Disposal Services

IN WITNESS WHEREOF, The Westbriar Plaza Unit Owners Association hereunder, has caused its name to be signed by its President, all pursuant to due and proper authority duly heretofore had and Contractor has caused its name to be signed by its representative, all pursuant to due and proper authority duly heretofore had, all as of the date first written above.

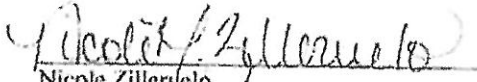
The Westbriar Plaza Unit Owners Association

Ina Nenninger

Digitally signed by Ina Nenninger  
DN: cn = Ina Nenninger, o =  
Westbriar Plaza Unit Owners Association, ou =  
Westbriar Plaza Unit Owners Association

Ina Nenninger  
President

American Disposal Services



Nicole Zillerfeldt  
Assistant District Sales Manager