



MASTER SERVICES AGREEMENT

Contractor

[INSERT CONTRACTOR ENTITY NAME]

Address: *[Insert Address]*

Phone: *[Insert Phone]*

Fax: *[Insert Fax]*

Customer

[INSERT CUSTOMER NAME]

Address: *[Insert Address]*

Phone: *[Insert Phone]*

Fax: *[Insert Fax]*

MSA No.

[Insert Contract Number]

Effective Date

[Insert Effective Date]

Term

This Agreement shall continue for a Term of 3 years from the Effective Date and shall automatically renew for successive 1 year periods, unless terminated pursuant to its terms.

Contractor Representative

Name: *[Insert Name]*

Position: *[Insert Title]*

Address: *[Insert Address]*

Phone: *[Insert Phone]*

Fax: *[Insert Fax]*

E-mail: *[Insert email]*

Customer Representative

Name: *[Insert Name]*

Position: *[Insert Position]*

Address: *[Insert Address]*

Phone: *[Insert Phone]*

Fax: *[Insert Fax]*

E-mail: *[Insert email]*



The parties hereto hereby enter into this Master Services Agreement (“MSA”) consisting of the following documents attached hereto or incorporated herein (collectively, the “Agreement”):

- a. This Master Services Agreement Cover (the “MSA Cover”)
- b. Schedule A - General Terms and Conditions
- c. Schedule B - Statement of Work and Pricing Schedule
- d. Service-Specific Terms and Conditions

Contractor and Customer agree that the Agreement (including all Schedules attached hereto and terms and conditions incorporated herein by reference) will govern the performance of all services and products provided by Contractor as set forth on any Statement of Work or other document signed by the parties and referencing this Agreement from time to time during the Term (the “Services”). If there is any conflict, inconsistency, or ambiguity among the documents constituting the Agreement, the documents will rank in the following order of precedence: (a) MSA Cover; (b) Service-Specific Terms and Conditions; (c) Statement of Work and Pricing Schedule; and (d) General Terms and Conditions.

The Service-Specific Terms and Conditions, which may be attached hereto, and are set forth and available on Contractor’s website at the links below, are hereby incorporated by reference, and shall apply to the Services to the extent that either: (i) a Statement of Work references such Service-Specific Terms and Conditions; or (ii) any portion of the Services provided by Contractor under any Statement of Work involves such specific type of services. The Service-Specific Terms and Conditions available on Contractor’s website as of the Effective Date shall govern.

- 1. Waste Transportation, Treatment, and/or Disposal Services
 - a. <https://www.usecology.com/system/files/2019-08/Waste%20Transportation%20Treatment%20and%20Disposal%20Services%20Terms%20and%20Conditions.pdf>
- 2. Industrial Services
 - a. https://www.usecology.com/system/files/2019-08/Industrial%20Services%20Terms%20and%20Conditions_0.pdf
- 3. Emergency Response Services
 - a. <https://www.usecology.com/system/files/2019-08/Emergency%20Response%20Services%20Terms%20and%20Conditions.pdf>
- 4. Retail Services
 - a. <https://www.usecology.com/system/files/2019-08/Retail%20Services%20Terms%20and%20Conditions.pdf>

The Agreement constitutes the entire agreement between the parties with respect to the Services, and any other terms and conditions that may be proposed by Customer or that appear on or are referenced in any purchase order, release, facsimile, email, correspondence, acknowledgement, or other document or communication, even though such additional or different terms and conditions are issued subsequent to the date of this Agreement, will not apply.

By executing this Agreement, Customer engages Contractor to provide the Services to Customer, and Contractor agrees to provide the Services to Customer, in accordance with the terms of this Agreement.

Executed by the parties as an agreement to be effective as of the Effective Date.

Signed on behalf of Contractor by its duly authorized representative:

Signed on behalf of Customer by its duly authorized representative:

By: _____
Signature

By: _____
Signature

Print

Print

Title

Title



SCHEDULE A

GENERAL TERMS AND CONDITIONS

1. Application. These General Terms and Conditions (the "Terms") define the relationship of Contractor and Customer and apply to the performance of the Services. Customer acknowledges and agrees that the Terms are incorporated in, and are a part of, each service order, invoice, release, requisition and any other document or communication, relating to the Services to be provided by Contractor; provided, however, that this Agreement supersedes all conflicting terms in such documents. Capitalized terms used but not defined in the Terms shall have the meanings set forth in the MSA Cover. In addition to the Terms, all applicable Service-Specific Terms and Conditions are hereby incorporated herein as if set forth in full.

2. Payment. Contractor shall submit invoices for the Services to Customer's address listed on the MSA Cover or other address as may be directed in writing by Customer. Except as otherwise set forth on the applicable Statement of Work, Customer shall pay all invoices within 30 days from the date of Contractor's invoice. In the event payments are not received by Contractor when due, Contractor may (i) suspend performance for all Services until payment has been made in full, and (ii) charge Customer interest at a rate of 1.5% per month until Contractor receives payment in full. Contractor may apportion any part payments made by Customer against any outstanding principal or interest as it may decide. Customer shall have no right to offset any amounts due or to become due to Contractor. Customer shall notify Contractor in writing of any amounts disputed in good faith within 10 days of receiving the invoice. Such notice must include the invoice number in dispute, the item(s) and amount(s) disputed, and a complete description of the basis for Customer withholding payment. Notice of any disputed invoice amount shall not release Customer from the obligation to pay any undisputed balance of the invoice under the terms specified in the Agreement. Any portion of an invoice not disputed within 10 days shall be deemed accepted by Customer and all such disputes arising thereafter shall be waived. Please mark box if purchase order number is required on the invoice for payment

3. Pricing Changes. Contractor may change any pricing applicable to the Services, including pricing set forth in a Statement of Work, by giving Customer 7 days prior notice of such change. If any change in price is refused by Customer, Contractor may

terminate this Agreement and/or any Statement of Work with immediate effect upon notice to Customer.

4. Taxes and Other Charges. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Contractor and Customer shall be paid by Customer and is not included in prices quoted or invoiced unless specifically stated to the contrary. In the event Contractor is required to pay any such tax, fee, or charge, Customer shall promptly reimburse Contractor therefor.

5. Change Orders. Customer may request changes to the Services provided by Contractor pursuant to the Agreement by submitting a written request to Contractor referencing the applicable Statement of Work and setting forth in detail the requested changes to the Services. Contractor will use commercially reasonable efforts to accommodate any such request provided that Contractor reserves the right to reject such request. Contractor shall promptly advise Customer in writing of the reasonable effect on price and delivery date. Contractor shall not be required to institute any Customer-dictated change until the Parties have agreed to an equitable adjustment to the price and/or delivery date. In the event that such request is approved by Contractor, the change to the Services shall be documented in a written change order signed on behalf of both Parties.

6. Term. The Term of this Agreement is set forth on the MSA Cover.

7. Termination. In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement or any specific Statement of Work issued under this Agreement: (i) if the other Party fails to cure any breach of this Agreement or a specific Statement of Work within 10 days after receipt of notice of such breach; (ii) if the other Party becomes insolvent, voluntarily files a petition for bankruptcy or for reorganization, fails to have dismissed within 60 days of filing any involuntary petition in bankruptcy or reorganization, makes an assignment for the benefit of creditors, obtains the appointment of a trustee or receiver, or the occurrence of any equivalent event under applicable law; or (iii) upon 30 days' notice to the other Party.

8. Effect of Termination. Upon termination of this Agreement or any Statement of Work for any reason, Customer shall pay to Contractor the following amounts without duplication: (i) the Agreement price for all completed Services not previously paid for, (ii) Contractor's actual cost of work-in-progress and materials purchased by Contractor based on any and all Statements of Work, and (iii) all other incidental costs and expenses including, without limitation, demobilization costs.

9. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement, except for the payment for Services already rendered, shall be excused if and to the extent caused by acts or circumstances beyond the reasonable control of such Party, including, without limitation, acts of God, fire, flood, windstorm, earthquake, explosion, action of regulatory agencies, riot, strikes, lock-outs, labor disputes, epidemic, national emergency, war, invasion or hostilities, sabotage, failure of public utilities, or inability to procure materials, equipment, or sufficient personnel (collectively, a "Force Majeure Condition"). Contractor shall also be excused from performance under this Agreement if Contractor loses or has suspended any license, permit, or other authorization necessary for fulfilling its obligations. Both Parties shall provide prompt notice to the other Party of any such delay and shall work diligently to remove such cause or causes. In the event such Force Majeure Condition exists for more than 30 days, Customer shall have the right to terminate the Statement of Work upon notice to Contractor.

10. Limited Warranty. Contractor warrants that, as of the date of performance, the Services will be performed in accordance with generally accepted practices of providers of similar services in the same locale and under like circumstances. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO OTHER WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

11. Indemnification. Each Party (as "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, affiliates, subsidiaries, successors, and permitted assigns (collectively, "Indemnified Party") from and against any and all claims, suits, actions, demands, damages, causes of action, liabilities, losses, penalties, fines, expenses, costs, and reasonable attorneys' fees (collectively, "Losses") to the extent arising from the Indemnifying Party's negligence, willful misconduct, breach of this Agreement, or failure to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement. Each Party's indemnification obligation shall survive any expiration or termination of this Agreement.

12. Limitation of Liability. Neither Party will be liable to the other for, and each Party hereby waives and releases any claims against the other Party for, any special, indirect, punitive, exemplary, incidental, consequential or similar damages or any actual or alleged lost revenues, lost profits, or loss of prospective economic advantage resulting from performance of, or failure to perform under, this Agreement, whether arising out of breach of contract, negligence, tort, strict liability, products liability, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event will the total, aggregate liability of Contractor under this Agreement exceed the Agreement price for the Services for which liability is claimed. The Parties agree that these limits of liability shall survive and continue in full force and effect despite any termination or expiration of this Agreement. The liability limitations set forth in this Section 12 shall apply to all Losses, including, without limitation, Losses subject to indemnification pursuant to Section 11 above.

13. Independent Contractor. For purposes of this Agreement, each Party is, and shall perform this Agreement as, an independent contractor and nothing in this Agreement shall create, or be construed to create, any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. All persons employed by each Party shall be employees or subcontractors of that Party only and shall not be deemed employees or agents of the other Party for any purpose. Each Party assumes exclusive liability for all contributions, taxes, or payments required to be made



on behalf of its employees or subcontractors by any federal, state, or local laws. Neither Party, nor anyone employed by it, shall be, represent itself as, act as, purport to act as, or be deemed to be, the agent, representative, employee, or servant of the other Party. Contractor shall exercise, at all times, exclusive control over the operation and activities of all its employees, agents, and subcontractors. Neither Contractor nor Customer shall have any authority to employ any person as an employee, agent, or subcontractor for or on behalf of the other.

14. Affiliates. For purposes of this Agreement, "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. Customer acknowledges that Contractor's Affiliates may, from time to time, provide Services pursuant to the terms of this Agreement (a "Performing Affiliate"). All such Services provided by Performing Affiliate: (i) shall be set forth and specifically described on a separate Statement of Work, pricing addendum, or other document signed by Customer and Performing Affiliate that expressly references this Agreement; and (ii) shall be subject to the terms of this Agreement, with Customer solely responsible for all of Customer's obligations and Performing Affiliate responsible for all of Contractor's obligations with respect to the provided Services. In the event Services are provided by Performing Affiliate, all of the terms of this Agreement, and any liability thereunder, are intended to be, and shall be, construed as applying only between Customer and Performing Affiliate. In no event shall Contractor or any Affiliate other than Performing Affiliate be held liable, jointly or severally, for any obligations under such Statement of Work that was not entered into by Contractor or Affiliate, or any Services that were not performed by Contractor or Affiliate, by virtue of the fact that such Statement of Work was entered into, or such Services were performed by, Performing Affiliate.

15. Assignment. Customer may not, without prior written consent of Contractor, assign any part of Customer's rights or obligations under this Agreement. Contractor may assign its rights, together with its obligations hereunder, to any parent, subsidiary, or successor, or in connection with any sale, transfer, or other disposition of all, or substantially all, of its business or assets, provided, however, that any such assignee expressly assumes in writing Contractor's obligations hereunder. Contractor may sub-contract parts of its obligations hereunder to qualified parties.

16. Inspection; Recordkeeping. Each Party hereto shall have the right, at times mutually agreeable, to inspect copies of the other Party's written licenses, permits, and approvals issued by any governmental or regulatory entity or agency, and other related records, which are applicable to the performance of this Agreement. Contractor and Customer shall keep adequate books, records, and other documentation consistent with applicable regulatory requirements regarding hazardous or other regulated wastes or materials, including, but not limited to, invoices, vouchers, analytical results, and manifests for the period required under such applicable laws and regulations.

17. Confidentiality. All non-public, confidential or proprietary information, including, but not limited to, trade secrets, technology, plans, programs, plants, processes, products, costs, equipment, operation, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement, is confidential and shall not be disclosed or copied by Receiving Party without the prior written consent of Disclosing Party, except as necessary to perform the Services or as may be required by law. Confidential Information does not include information: (i) which Receiving Party can demonstrate is available to the public at the date of its disclosure to Receiving Party; (ii) which Receiving Party can demonstrate is, at the date of its disclosure to Receiving Party, already in the possession of Receiving Party; (iii) which Receiving Party can demonstrate is, after the date of its disclosure to Receiving Party, available to Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party, provided that such third party did not receive such information directly or indirectly from Receiving Party; or (iv) which is disclosed in response to a valid order by a court, governmental body, or regulatory body, whether having the force of law or not, so long as a responsible person in a similar position would comply; provided, however, Receiving Party shall provide prompt notice to Disclosing Party to enable it to seek a protective order or otherwise prevent or limit disclosure. Each Party shall also treat the specific provisions of this Agreement as confidential, and the Parties agree that neither Party will, except as may be required by law, disclose or



issue any press release with respect to this Agreement, without the prior written consent of the other Party. The foregoing obligations shall remain in force for a period of 3 years after termination of this Agreement.

18. Dispute Resolution. Contractor and Customer will attempt to settle any claim or controversy arising out of or related to this Agreement through negotiation in good faith. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. Unless either Party has issued a notice of termination, the Parties will continue to fulfill their obligations under this Agreement while working towards resolution of any dispute. Claims by Customer must be filed in writing with Contractor within 30 days from the date of the occurrence giving rise to the claim or shall be deemed to have been waived.

19. Insurance. During the Term of this Agreement, Contractor shall maintain the following insurance coverages with limits not less than the amount specified:

- i. workers compensation with statutory limits and employer's liability insurance with a limit not less than \$1,000,000 per accident;
- ii. commercial or general liability insurance coverage for premises and operations, contractual liability completed operations, with limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage and \$2,000,000 per aggregate, naming Customer as an additional insured to the extent of Contractor's indemnity;
- iii. automobile liability insurance (including owned, non-owned, and hired vehicles) with limits as required by law or with a combined single limit for bodily injury, death, and property damage of not less than \$1,000,000 per occurrence, whichever is greater;
- iv. pollution legal liability with limits of \$20,000,000 per occurrence and \$20,000,000 annual aggregate; and
- v. excess liability with limits of \$10,000,000 per occurrence.

20. Governing Law. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the state where the Services were rendered, without giving effect to any choice or conflict of law provision or rule (whether of the state where Services were rendered or

any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the state where Services were rendered.

21. Notice. Any notice, communication, or statement required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given to the representative listed on the MSA Cover or other individual as may be directed in writing by each Party to receive such notice, communication, or statement: (i) when delivered in person; (ii) when received by the addressee if delivered by a nationally recognized overnight delivery service; (iii) on the third day after the date mailed by registered or certified mail, postage prepaid, return receipt requested; or (iv) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

22. Non-Solicitation. Customer agrees that, during the Term and for 1 year following the termination or expiration of the Agreement, Customer and Customer's Affiliates shall not, without Contractor's prior written consent, directly or indirectly hire or solicit (or attempt to solicit) any employee or subcontractor of Contractor or Contractor's Affiliates to terminate his, her, or its relationship with Contractor or Contractor's Affiliates in order to become an employee, contractor or independent contractor for Customer, Customer's Affiliates, or any other person or entity. This section shall not prohibit or limit Customer's general employment advertising to the public.

23. Severability; Waiver. If any provision, or portion of any provision, in this Agreement is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability of such provision, or portion thereof, shall not affect the other provisions, or remainder of any provision, or invalidate or render unenforceable such term or provision, and all language not affected by such invalidity, illegality, or enforceability shall remain in full force and effect. Any waiver on the part of either Party of any right or interest shall not imply the waiver of any other right or interest, or any subsequent waiver.

24. Provisions by Law. Each and every provision of law and any clause required to be in this Agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or it is not correctly inserted,



then upon the application of either Party, this Agreement will forthwith be physically amended to make such insertion or correction.

25. Compliance with Laws. Each Party will comply with all applicable federal, state, provincial, territorial, district, county, or local laws, ordinances, codes, regulations, rules, policies, and procedures of any government or other competent authority where the Services are performed or where they are purchased.

26. Entire Agreement. This Agreement, including the Terms, all applicable Service-Specific Terms and all Statements of Work, contains the entire agreement between the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Neither of the

Parties shall be bound by any conditions, definitions, representations, or warranties with respect to the subject matter of this Agreement other than as expressly provided herein or as duly set forth subsequent to the date hereof in writing and signed by a duly authorized representative of the Party to be bound thereby.

27. Amendment. Except as provided herein or in the MSA Cover, this Agreement may be amended only by a written instrument duly executed by authorized personnel of the Parties.

28. Survival. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.