

RESIDENTIAL GARBAGE COLLECTION TERMS AND CUSTOMER ACKNOWLEDGMENT

This Residential Garbage Collection Terms and Customer Acknowledgment (this “**Agreement**”) sets forth the terms and conditions for residential solid waste removal service provided by DELTA WASTE SOLUTIONS, LLC, a Mississippi limited liability company (the “**Company**”), to the undersigned customer (the “**Customer**”). By signing below, Customer acknowledges and agrees to these terms (including the Billing Procedure and Fee Schedule, as either may be amended or updated as provided in this Agreement) and authorizes the Company to begin service and bill Customer in accordance with this Agreement. Company signature is not required for enforceability against Customer. The “**Effective Date**” is the date Customer signs below. The “**Service Start Date**” is the date the Company first provides collection service, as scheduled by the Company.

1. Exclusive Service and Term. The Company will provide once per week residential solid waste removal services during the term of this Agreement. The initial term of this Agreement shall begin on the Service Start Date and shall continue for the term of the Contract between Forrest County, Mississippi and the Company for solid waste collection to county residents (as such may be amended, renewed, extended, replaced, or otherwise continued from time to time, the “**County Contract**”), unless otherwise terminated early in accordance with this Agreement. This Agreement shall renew in accordance with and to the extent the County Contract is renewed, extended, replaced, or otherwise continued pursuant to its terms. Notwithstanding the foregoing, this Agreement shall automatically terminate upon termination, expiration, or nonrenewal of the County Contract. The

Company may terminate this Agreement at any time by providing Customer with thirty (30) days’ written or electronic notice (including e-mail) to Customer. Notwithstanding the foregoing, the Company reserves the right to terminate service immediately upon written or electronic notice if Customer violates Sections 3, 4, 6, or any material obligation under this Agreement or contained in the Forrest County Billing Procedure attached hereto as Exhibit “A” (the “**Billing Procedure**”) or the Company’s online Fee Schedule described in Section 3.

2. Early Termination and Refund Policy. Customer may only terminate this Agreement prior to the end of the initial or any renewal term in the event of (i) a verified sale of the home; (ii) a verified termination or expiration of Customer’s residential lease if Customer is renting the home; (iii) a natural disaster making service permanently impractical; (iv) the death of the Customer; or (v) any other nondiscretionary circumstance, in the reasonable judgment of the Company, that makes continuation of service impractical. Customer shall provide at least thirty (30) days’ prior written notice of termination under any of the foregoing circumstances. In the event of termination, no refunds will be issued for unused prepaid amounts, except under the foregoing circumstances. Upon termination, Company will retrieve the Company’s garbage container within ten (10) days in good condition (reasonable wear and tear excepted). If retrieval is not possible, Customer shall be charged a fee of One Hundred Dollars (\$100.00) for replacement of each container, which shall become immediately due and payable.

3. Payments and Billing. Customer billing matters shall be governed by (i) the Billing Procedure attached hereto as Exhibit “A,” which sets forth service rates and billing cadence, and (ii) the fee schedule posted on the Company’s website at www.deltawastesolutions.com/summary_of_charges (the “**Fee Schedule**”), which sets forth processing fees, failed payment fees, late fees, reinstatement fees, re-delivery fees, and similar charges. The Billing Procedure and Fee Schedule are each incorporated into this Agreement by reference and made a part hereof as though fully set forth herein.

3.1 Service Rates. Customer will be billed in accordance with the billing schedule set forth in the Billing Procedure for each household covered under this Agreement, with service rates established in accordance with the County Contract between the Company and Forrest County, Mississippi. All payments are due in advance of service unless otherwise provided in the Billing Procedure. Customer acknowledges that service rates, fees, and charges are established pursuant to the County Contract, the Billing Procedure, and the Fee Schedule, which are not negotiable or subject to reduction or waiver at Customer’s request.

3.2 Additional Container. Customer may request an additional container, subject to availability, at the service rate set forth in the Billing Procedure.

3.3 Billing Cadence and Advance Payments. All payments are due in advance unless the Billing Procedure provides otherwise. **3.4 Payment Methods and Processing Fees.** Acceptable payment methods and any processing fees shall be as stated in the Fee Schedule. **3.5 Failed Payments and Late Fees.** All failed payment fees declined payment fees, and late fees shall be assessed in accordance with the Fee Schedule. Late fees shall begin to accrue on any unpaid balance immediately following the invoice due date as stated in the Billing Procedure. **3.6 Supremacy of Billing Procedure and Fee Schedule on Billing Matters.** If any billing-related term in this Agreement conflicts with the Billing Procedure or the Fee Schedule, then the Billing Procedure controls with respect to service rates and billing cadence, and the Fee Schedule controls with respect to applicable fees and charges. If a fee or operational requirement is not addressed in the Billing Procedure, the terms of this Agreement remain fully effective.

3.7 Updates to Billing Procedure and Fee Schedule. The Company may amend, modify, or update the Billing Procedure and/or the Fee Schedule from time to time in its sole discretion; provided, however, that any such amendments, modifications, or updates shall be consistent with, and subject to, the terms of the County Contract. Any update to the Billing Procedure shall become effective upon written, electronic (including e-mail), or posted notice to the Customer (including by posting an updated Fee Schedule at www.deltawastesolutions.com/summary_of_charges), and no amendment to this Agreement or additional Customer signature shall be required for such update to be enforceable.

4. Suspension and Reinstatement of Service. If payment is not made within fifteen (15) days of the invoice due date, the Company reserves the right to suspend trash pickup service. If non-payment continues within thirty (30) days of the due date, the Company may retrieve its container(s) from the Customer’s property without further notice. If the Customer later requests reinstatement of service, Customer must pay: (i) all past-due amounts, (ii) the reinstatement fee set forth in the Fee Schedule; and (iii) any applicable redelivery fee set forth in the Fee Schedule. Reinstatement is at the Company’s sole discretion.

5. Rate Adjustments. The service rates shall be subject to adjustment in accordance with the rate adjustments established under the County Contract, and such rate adjustments will be reflected on the invoices to Customer pursuant to the Billing Procedure. Customer agrees that such rate adjustments shall become automatically effective and binding without the need for amendment to this Agreement, and that failure to pay such adjusted rates shall be deemed nonpayment.

6. Customer Use of Containers. All containers remain the property of the Company. Customer may not relocate, loan, sell, or allow any third party to use the container. Containers must remain at the designated pickup location unless otherwise authorized by the Company in writing. Customer shall use reasonable care to avoid overloading, damaging, or misusing Company-provided containers. Only Company-provided containers will be serviced; the Company shall have no obligation to pick up waste placed in non-Company containers or waste placed outside of Company-provided containers. Each container shall be placed at curbside for collection. Containers should be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, placement shall be as close as practicable to an access point for the collection vehicle. Only legally acceptable household waste may be placed in containers. Prohibited materials include, but are not limited to:

- Hazardous, toxic, flammable, or bio-medical waste (including motor oil, gasoline, paint, and paint cans);
- Bulky waste such as stoves, refrigerators, water tanks, washing machines, furniture, or other items exceeding container limits;
- Rubbish such as yard waste, wood, paper, rags, ashes, or other combustible debris not suited for container disposal;
- Construction or demolition debris (including concrete, brick, roofing, or similar materials);
- Tires or electronics;
- Stable matter, including manure or other animal waste; and
- Any items the Company reasonably designates as prohibited by written or electronic (including e-mail) notice to the Customer.

Containers shall not be used for burning, incineration, or open flames of any kind. Prohibited materials placed in containers will not be collected and may be left at the curb by the Company. Customer shall remain solely responsible, at their own cost, for the proper disposal of all prohibited materials. The Company shall not provide special collection of bulky waste, construction debris, stable matter, dead animals, hazardous waste, or other prohibited items. The Company may charge for repair or replacement of containers damaged due to misuse or negligence by Customer, with the replacement cost for a container set at One Hundred Dollars (\$100.00).

7. Access and Property Responsibility. Customers shall ensure access to containers on scheduled pickup days. The Company is not liable for damage to driveways, landscaping, underground utilities, or other property from operation of its service vehicles. Customer is responsible for ensuring a safe and stable surface and right-of-way for the Company's trucks and personnel, including keeping the access area clear of obstructions and parked vehicles. Customer assumes all liability and responsibility for any damage resulting from inadequate or unsafe access. Company is not liable for incidental or consequential damage resulting from routine service operations.

8. Indemnification. Customer agrees to defend, indemnify, and hold harmless the Company, its officers, directors, employees, agents, successors, and assigns from any claims, liabilities, losses, damages, expenses, and reasonable attorneys' fees arising out of or related to Customer's use of containers or failure to comply with the terms of this Agreement. Customer is responsible for ensuring compliance with this Agreement by all occupants of the property, guests, tenants, or third parties at the property.

9. Service Adjustments. The Company may modify service levels, including without limitation frequency, volume, routing, or location of pickup, to the extent permitted under the County Contract. Any such modifications shall become effective upon written, electronic (including e-mail), or posted notice to the Customer. Service levels may also be modified by mutual agreement of the parties to the extent permitted under the County Contract; however, unilateral adjustments made by the Company in accordance with the County Contract shall not require Customer consent or an amendment to this Agreement. Customer has no right to direct, delay, restrict, or enjoin the Company's performance of service levels, routing, scheduling, or other operational requirements that are established under the County Contract.

10. Assignment. To the extent permitted under the Contract between Forrest County, Mississippi and the Company, the Company may assign or transfer this Agreement, in whole or in part, to any affiliate, successor, or third-party service provider without Customer's prior consent. Customer may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company.

11. Miscellaneous. This Agreement is governed by the laws of the State of Mississippi. If any provision of this Agreement is held unenforceable, the remainder shall remain in full force and effect. If the Company is required to enforce its rights under this Agreement, Customer agrees to reimburse Company for all costs of enforcement, including reasonable attorneys' fees and court costs.

Exhibit “A”

Forrest County Billing Procedure

Service Rate per Household

Service Rate (First Container): \$56.40/quarter (\$18.80/month)

Service Rate (Second Container): \$42.30/quarter (14.10/month)

Billing Schedule

Residential garbage service is billed quarterly in advance. Invoices are issued on the 15th day of the month immediately preceding the start of each new service quarter. Payment must be received no later than the last calendar day of that month in order for the account to remain in good standing.

**Service Rates are established pursuant to the County Contract and may be amended or updated as provided in the Agreement.*

**A complete schedule of applicable fees, including descriptions and conditions under which each fee may be assessed, is available on our website at www.deltawastesolutions.com/summary_of_charges. The schedule of applicable fees may be amended or updated as provided in the Agreement.*