



Service Agreement

Service Address (please fill out completely)

Company Name: City Orange Beach Fire Dept.
 Address: _____
 City /State /Zip: _____
 Phone: 251-504-6038
 Email: card@orangebeachal.gov

Billing Information (please fill out completely)

Company Name: _____
 Address: _____
 City / State / Zip: _____
 Phone: _____
 Email: _____

SERVICES OFFERED

First Date of Service: TBD	Service Frequency: Monthly	Allotted Containers Per Month: See addendum	
ALLIED ADVANTAGE PLAN			
Program Description / Containers	Quantity	Unit Price	Total Unit Price
Allied Advantage Compliance	Unlimited	Bundled	Bundled
Bio-Hazard RMW Container / (5.0 CF Box)	See addendum	See addendum	See addendum
Pharm/Narcotics Disposal	See addendum	See addendum	See addendum
Total Monthly Charge:			\$245.00

Site contact: Chance

Hours of operation: 8am-5pm

Special Notes/Comments:

Allied Advantage Compliance Program: Online OSHA Compliance Training Program (Haz, BBP, HIPAA, MSDS Sheet Builder, etc.)
 No tax, fuel, environmental, cancellation, additional fees; no yearly price increases



By signing below, I acknowledge that I am Customer's authorized officer or agent and that I have authority to bind Customer to this Agreement. Customer has read and agrees to be bound by and comply with the terms and conditions that appear in this agreement and Allied Holdings Group, LLC's Waste Acceptance Policy contained herein. Additionally, Allied agrees to pay 100% of any cancellation fees from Customer's previous provider.

ALLIED:

Approved By: Joshua Weeks
 Title: _____
 Date: 1/20/23
 Signature:

Customer: City Orange Beach Fire Dept.

Approved By: _____
 Title: _____
 Date: _____
 Signature: _____

I have an existing contract in place with another vendor. Yes No
Check one



Addendum

Addendum # 1

This Addendum takes effect on TBD and modifies the Agreement between City Orange Beach Fire Dept.
(Client's Company Name)
and Allied USA, parties to the Service Agreement for medical waste services dated TBD (the "Agreement").

The parties hereby agree as follows:

Location #1

25853 John M Snook Dr
Orange Beach, AL, 36561
up to 2 containers monthly
Pharm/Narcotics Disposal - up to 3 containers annually

Location #2

27280 Canal Rd
Orange Beach, AL, 36561
up to 1 container monthly
Pharm/Narcotics Disposal - up to 3 containers annually

Customer Name: City Orange Beach Fire Dept.
(by its Authorized Representative)

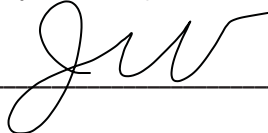
Signed: _____

Print Name: _____

Title: _____

Date: TBD

Allied USA
(by its Authorized Representative)

Signed: 

Print Name: Joshua Weeks

Title: _____

Date: TBD



Payment Authorization Form

Sign and complete this form to authorize Allied Holdings Group, LLC (ALLIED) to securely store your ACH account information on file for automatic payment of future invoices.

By signing this form, you give ALLIED permission to charge your account for the amount agreed to on your service agreement. Payments will be processed on or after the invoice date.

City Orange Beach Fire Dept. authorizes ALLIED to charge the payment method listed below for payment of all contracted services.

Associated credit card convenience fees apply

Credit Card Information	
Card Type: _____	Cardholder Name: _____
Card Number: _____	Expiration Date: _____ / _____ Month (mm) Year (yy)
CVV: _____	Phone: _____
Billing Street Address: _____	Email: _____
City / State / Zip: _____	

Check a box below

No Additional Fees Apply

ACH Account Information
ACH Name on Account: _____
ACH Account Number: _____
ACH Routing Number: _____

Signature: _____

Date: _____

I authorize Allied Holdings Group, LLC to charge the ACH account or credit card indicated in this authorization form according to the terms outlined above. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the business in writing of any charges in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fail on a weekend or holiday, I understand that the payments may be executed on the next business day. This payment authorization is for the type of bill indicated above. I certify that I am an authorized user of this ACH account or credit card and that I will not dispute the payment with my Credit Card Company or bank; provided the transactions correspond to the terms indicated in this authorization form. The products and services being purchased through your Service Agreement may be subject to additional cost increases after the purchase date. I understand that I may be charged these post-purchase amounts for reasons including but not limited to legislative changes, increased costs of fuel, and escalated operational costs, require ALLIED to implement operational changes to comply with documented laws or cost escalations. I consent to these post purchase price increases, and I authorize ALLIED to charge my ACH account or credit card for these.

Medical Waste Service and Compliance Program Terms and Conditions

1. Company's Obligations

- 1.1. Customer grants to Allied Holdings Group, LLC (Company), the exclusive right to collect, transport, treat, store and dispose of all of Customer's Accepted Regulated Medical Waste (as defined below).
- 1.2. The Company shall collect Customer's Accepted Regulated Medical Waste on the schedule set forth on the cover pages of this Agreement, or, if not so specified, according to a schedule mutually agreed upon by the Company and Customer.
- 1.3. The Company and Customer acknowledge and agree that responsibility for the transportation of, and title to, the Accepted Regulated Medical Waste shall transfer and vest in the Company at the time that the Accepted Regulated Medical Waste is loaded onto a Company vehicle for transfer (it being understood and agreed by the parties hereto that Customer shall (i) hold title to such Accepted Regulated Medical Waste until such time and (ii) retain title to all Excluded Regulated Medical Waste (as defined below) and Non-Conforming Waste (as defined below) at all times, whether such waste is refused by the Company for collection or returned to Customer for disposal following collection by the Company).
- 1.4. Notwithstanding anything to the contrary herein or within the WAP, Customer and the Company acknowledge and agree that in no circumstances shall the Company be responsible for training Customer's employees, nor shall the Company be liable for any failure by Customer to comply with any federal, state, county or other local regulations.

2. Customer's Obligations

- 2.1. Customer shall package, label, store and seal all Accepted Regulated Medical Waste in containers that are provided by the Company or that meet the Company's specifications as set forth in the WAP, in each case in accordance with the Company's instructions and applicable law. All such containers must (i) contain only Accepted Regulated Medical Waste, (ii) comply with the WAP and any other instructions provided by the Company and all federal, state, county and other local laws, (iii) be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202, and (iv) be ready and available for pick-up at the times mutually agreed by Customer and the Company.
- 2.2. Customer represents and warrants that (i) the waste presented for disposal is Accepted Regulated Medical Waste and will not contain any "hazardous," "toxic," "radioactive," Non-Conforming Waste or other Excluded Regulated Medical Waste, (ii) all waste presented for disposal by Customer to the Company strictly conforms to the terms of the WAP and all applicable federal, state, county and other local laws and regulations (including those related to "medical waste" (as such term is defined in applicable federal, state, county and other local regulations)), and (iii) Customer has read and understood this Agreement (including the WAP) and all of the terms and conditions contained herein.
- 2.3. Customer acknowledges that all lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from inclusion within the waste presented for disposal.
- 2.4. Customer hereby agrees to comply with all federal, state, county and other local laws, rules and regulations applicable to "medical waste" (as such term is defined in applicable, federal, state, county and local regulations), including, without limitation, with respect to all applicable record keeping, documentation and manifesting requirements. Customer acknowledges and agrees Customer has determined the desired frequency and schedule for disposal of the Accepted Regulated Medical Waste independently of any advice or recommendation of the Company.

3. Inspection Rights and Rights to Refuse Containers

- 3.1. The Company shall have the right to refuse acceptance of any containers which the Company determines, in its sole discretion, (i) cannot be safely if transported, treated or disposed of by the Company, or (ii) would be in violation of federal, state, county or other local law if so transported, treated or disposed of by the Company. The Company shall have the right (but not the obligation) to inspect the contents of any such container prior to loading of such container on any Company vehicle. In addition, Customer grants to the Company the right to inspect its facilities and operations to determine the nature of the waste presented for disposal.
- 3.2. Any container that has been loaded on a Company vehicle, but that the Company later discovers contains any Excluded Regulated Medical Waste or Non-Conforming Waste (or any other waste that the Company determines, in its sole discretion, cannot be transported by the Company) will be returned to the Customer at the Customer's expense.
- 3.3. Nothing contained within this Agreement shall be construed or interpreted as requiring the Company to assume the status of (i) a generator, (ii) one who "undertakes the disposal of waste or a storage treatment," or (iii) a "storage, treatment or disposal facility" as those terms are defined by the Resource Conservation and Recovery Act, 42 U.S.C. SS9601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. SS9601 et seq., and any other applicable federal, state, county and other local law, regulations and guidelines. Customer hereby acknowledges that Customer is responsible for the nature and content of the waste it generates.

4. Term; Termination; Effect of Termination

- 4.1. The initial term of this Agreement shall be sixty (60) months from the Effective Date (the "Initial Term"). This Agreement shall automatically renew after expiration of the Initial Term or any Extension Term, as applicable, for successive terms equal to the duration of the Initial Term (each, an "Extension Term," and together with the Initial Term, the "Term"). Either party hereto may decline to renew this Agreement for any reason, with or without cause, by providing the other party notice thereof at least ninety (90) days prior to termination of the Initial Term or the then-current Extension Term.
- 4.2. The Company shall be permitted to terminate this Agreement at any time, for any reason, upon thirty (30) days prior written notice to Customer. In addition, the Company shall be permitted to terminate this Agreement in the event that Customer commits a breach of this Agreement and such breach has not been cured within ten (10) days after written notice thereof. In the event the Company, in its sole discretion, determines (i) that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit necessary for its performance under this Agreement, or (ii) that a change in any law or regulation makes it impractical or uneconomical to continue its performance under this Agreement, the Company shall have the right to terminate this Agreement at any time by giving Customer notice of such termination.
- 4.3. In the event that the Company terminates this Agreement as a result of a breach by Customer of its obligations hereunder, the Company shall have, without limitation, all rights and remedies provided at law or in equity to recover under this Agreement and shall have the right to recover from Customer an amount (which the parties hereby acknowledge and agree is reasonable in light of the anticipated loss to the Company caused by such termination and that such amount constitutes liquidated damages and is not imposed as a penalty) equal to one hundred percent (100%) of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration of the Initial Term or the then-current Extension Term, as applicable.
- 4.4. Notwithstanding any termination or expiration of this Agreement, the provisions of this Section 4.4 and Sections 4.3, 5.7.8, 10, 11, 12 and 13 shall survive.

5. Pricing and Payments

- 5.1. Customer shall pay the full amount of any invoice delivered by the Company under this Agreement within thirty (30) days of delivery of such invoice. Failure to pay such invoiced amounts when due shall be a breach of this Agreement, and will entitle the Company, at its option and without notice to Customer, to immediately suspend service under this Agreement until such time as all overdue amounts (including any late charges or collection fees) are paid. In addition, in the event that Customer shall fail to pay when due any amounts invoiced by the Company hereunder, all such overdue amounts shall bear interest at a rate equal to the lesser of (i) two percent (2%) per month or (ii) the maximum amount permissible under law. Customer agrees to pay all costs of collection, including, without limitation, reasonable attorney's fees incurred by the Company in connection with the collection of such overdue amounts.
- 5.2. Customer understands and agrees that the Company shall assess a surcharge in the event that the Company discovers at its scheduled time of arrival that (i) Customer's office or other place of business is closed, (ii) no Accepted Regulated Medical Waste presented for disposal, (iii) Customer has failed to make the Accepted Regulated Medical Waste ready and available for pick-up or otherwise causes a delay, or (iv) the weight volume of the Accepted Regulated Medical Waste presented for disposal is significantly greater than that of similar generators or exceeds the maximum allowable containers per year.
- 5.3. Customer agrees to pay all sales, use, excise or other taxes levied or imposed by any governmental authority with respect to services performed by the Company under this Agreement.
- 5.4. During the Term, the Company shall be permitted to increase the amount of the fees for the services to be performed by the Company hereunder. In addition to the foregoing, the Company reserves the right to increase the fees for its services (i) to account for changes the Company implements to comply with changes in applicable law, or (ii) to cover increases in the cost of fuel, insurance, or residue disposal or to otherwise address increases in costs to the Company of providing the services contemplated hereby.
- 5.5. Acceptance: In the absence of an executed agreement, the act of tendering deposits and/or payment for services performed by the Company constitutes acceptance by the Customer to the terms and conditions of this agreement.

6. **Liability for Equipment.** Customer shall have the care, custody and control of containers and other equipment owned by the Company that is placed on Customer's premises and Customer hereby accepts responsibility and liability for such containers and other equipment at all times prior to the loading of such containers on a Company vehicle. Customer agrees to defend, indemnify and hold harmless the Company Indemnified Parties (as defined below) from and against all Losses (as defined below) incurred by such Company Indemnified Party arising from or related to Customer's use, operation or possession of any such containers or other equipment owned by the Company but furnished to Customer hereunder. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

7. **Indemnification.** Customer agrees to defend, indemnify and hold harmless the Company, its affiliates and each of their respective equity holders, directors, managers, officers, employees, agents, representatives, successors and assigns (collectively, the "Company Indemnified Parties") from and against any and all and all actions, causes of action, claims, fines, settlements, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees (collectively, "Losses"), arising from or related to (i) any act or omission of Customer or its personnel, or (ii) Customer's breach or non-fulfillment of any representation, warranty or covenant of Customer hereunder.

8. Disclaimer of Warranties; Limitation on Liability

- 8.1. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES HEREUNDER AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 8.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES OR LOST PROFITS IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (III) THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY RECEIVED BY THE COMPANY FROM CUSTOMER DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACTION OR EVENT GIVING RISE TO SUCH LIABILITY.

9. **Exclusivity.** During the Term, Customer agrees that that the Company shall the exclusive right to dispose of all Accepted Regulated Medical Waste generated by Customer. Customer further agrees not to use or employ any disposal service or method of disposal of the Accepted Regulated Medical Waste other than the Company during the Term.

10. **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between Customer and the Company (or any subcontractor or assignee thereof) or any other employer/employee or agency relationship. The Company (and/or any subcontractor or assignee thereof) shall be an independent contractor pursuant to this Agreement. Neither Customer nor the Company (or any subcontractor or assignee thereof, as applicable) shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

11. **Terms of this Agreement Prevail.** If any of the terms or conditions contained in any purchase order, invoice acknowledgement or other agreement between the Company and Customer vary from or conflict with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control and the terms and conditions of such purchase order, invoice acknowledgement or other agreement shall (i) be deemed to be material alterations objected to by the Company, (ii) be of no effect and (iii) not be binding upon the Company unless such terms and conditions are accepted in writing by the Company. If Customer's standard purchase order form is provided to the Company in connection with this Agreement, the terms and conditions of that purchase order will be superseded by the provisions of this Agreement and the use of the purchase order shall be limited to the facilitation of Customer's payment of fees to the Company.

12. **Confidential Information.** From time to time, the Company may disclose or make available to Customer certain information about its business affairs, goods and services, forecasts, materials comprising or relating to the Company's intellectual property, trade secrets, third party confidential information, and other sensitive or proprietary information of the Company (including terms of this Agreement) (the "Confidential Information"). Customer shall (i) protect and safeguard the confidentiality of the Company's Confidential Information with at least the same degree of care as Customer would protect its own Confidential Information, but in no event with less than a reasonable degree of care, (ii) not use the Company's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement, and (iii) not disclose any of the Company's Confidential Information to any person, except to Customer's representatives who need to know such Confidential Information to assist Customer or act on its behalf, to exercise its rights or perform its obligations hereunder. Customer shall be responsible for any breach of this Section 12 by any of its representatives. Customer hereby agrees that irreparable damage would occur if any provision of this Section 12 were not performed in accordance with the terms hereof and that the Company shall be entitled to equitable relief, including injunctive relief or specific performance, in addition to any other remedy to which they are entitled at law or in equity in the event of any breach of this Section 12.

13. Miscellaneous

- 13.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Company. Any purported assignment in violation of this Section 13.1 shall be null and void. Customer understands and agrees that the Company shall have the right to assign this Agreement and/or any of the rights and obligations hereunder without the prior written consent of Customer (including without limitation by subcontracting any or all of the services to be provided hereunder to another person or entity in the normal course of its business).
- 13.2. Any notice, demand, request or other instrument that is required or permitted to be given hereunder shall be in writing, and shall be deemed given upon the earlier of (i) receipt, if delivered personally, (ii) three (3) days after being mailed by registered or certified mail, postage prepaid, return receipt requested, (iii) one (1) day after being sent by a nationally recognized overnight courier or (iv) receipt of an email against email confirmation. Such notice, demand, request or other instrument shall be sent or delivered (a) if to the Customer, to the address set forth above or (b) if to the Company to 2600 Executive Parkway Suite 360 Lehi UT 84043, or in each case to such other address as a party may designate by written notice in accordance with this Section 13.2.
- 13.3. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.
- 13.4. No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other for further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 13.5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this agreement delivered by facsimile, email or other electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 13.6. Except as set forth in Section 2 and except as otherwise expressly set forth herein, this Agreement may only be amended, modified or supplemented by an Agreement in writing signed by each party hereto.
- 13.7. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to the conflicts of laws or rules of any jurisdiction.
- 13.8. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Agreement or render unenforceable such provision in any other jurisdiction.
- 13.9. This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, both written and oral, between the parties with respect to such subject matter.