



**DFH ENVIRONMENTAL SERVICES, INC.**

PO BOX 985

DOVER, NEW JERSEY 07801

(973) 925-2100 • Fax (973) 925-2900

Company name : \_\_\_\_\_

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

: \_\_\_\_\_

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

Person to contact : \_\_\_\_\_

Cell Phone customer contact : \_\_\_\_\_

Fax : \_\_\_\_\_

Solvent type : \_\_\_\_\_

## **Alternative Solvent Recycling Service Agreement**

### How It Works

You (the customer) fill out the information above. If you change solvent or solvent manufacturer in the future, no problem. Just give an MSDS sheet for the new solvent to the driver when he comes to pick-up our containers.

You circle the minimum amount of waste you generate per quarter. Be as honest as you can. This will dictate the price we charge you. This will affect the number of pick-ups we make per quarter, and if you quit we will charge you based on the minimum listed.

We (the company) bring you the containers that you will need. If you want more containers, just ask. We'll give 'em to you. We come automatically at regular intervals based on your specific anticipated use. We pick up the full containers, and give you fresh empties. Need extra empties? We'll get 'em to you. That's what we do. Busy, and need an interim pick-up? Call. We'll come, but you need to give us a couple of days notice to get there.

ENDORSED BY: **The NCA**

All of the material we pick-up from you is recycled for re-use, or incinerated at a licensed waste to energy facility. As you know you cannot use pre-cleaning spotters that contain Perc or Trichlor in your alternative solvent cleaning process.

You sign the agreement. Our driver gives you the containers. We sign the agreement when we get it in our office and mail a copy back to you.

Have a payment ready when the driver comes to pick-up. Base your payment on the number of containers of solvent you want hauled, and the number of filters, as below. For example: you have two buckets of liquid and four small filters. Your bill would be 2 Buckets @ \$35/each + 4 Filters @ \$34/ each for a total of \$206.00 + Tax. Don't forget sales tax, as it is not included in the prices below. We'll fax or mail you a bill marked paid when the driver comes back to us with your containers and manifest.

Minimum Quarterly Use

<u>Solvent</u>	<u>Price per 5 gallon container</u>
45 gallons	\$35.00
60 gallons	\$34.50
75 gallons	\$34.00
90 gallons	\$33.50
105 gallons	\$33.00
120 gallons	\$32.50
135 gallons	\$32.00
150 gallons	\$31.50
165 gallons	\$31.00

<u>Filters</u>	<u>Price per filter</u>
<i>Jumbos</i>	
1-3	\$100.00
4-6	\$97.50
<i>Jumbo Splits</i>	
1-6	\$50.00
7-12	\$47.50
13-18	\$45.00
19-24	\$42.50
<i>Smalls</i>	
1-3	\$35.00
4-6	\$34.00
7-9	\$33.00
9-12	\$32.00
13-15	\$31.00
16-18	\$30.00

### General Conditions

1. This agreement is with respect to the transportation and recycling of products and materials by DFH Environmental, Inc., hereafter designated "the company". By virtue of this agreement the customer agrees to make the company its sole supplier of transportation and recycling of any and all "alternate solvent" materials as defined as solvent and filters other than those containing Perchloroethylene. This agreement shall apply to those locations as listed in addendum A, and any other location that the customer conducts dry cleaning business if the Company is serving that geographic location, and the customer is utilizing alternative solvents at said location. The customer will notify the company in writing as soon as dry cleaning operations commence at any other location not listed in addendum A. The company will commence service at any additional location once notified by the customer, and same is confirmed by the company as being within the service area.
2. This agreement will be in effect for a term of sixty months from the date of the first pick-up of each location. It shall be renewed automatically at the expiration of the initial term and any term thereafter for an additional sixty month term unless one of the parties notifies the other party in writing at least thirty days before the expiration of the initial term or any subsequent term in effect, of their intent to cancel.
3. The company agrees to transport and recycle and/or dispose of the alternative solvent materials during the initial term and any subsequent terms thereafter. The customer must advise the company, in writing, as to any complaint concerning the performance of this agreement. Said complaint shall bind the company only from the date that it acknowledges, in writing, the validity of the complaint. Said acknowledgment can in no way lead to the annulment of the agreement nor does it diminish the obligations of the customer.
4. The company reserves the right to modify, from time to time the prices of the service supplied as described in this agreement. These price modifications are reflective of market conditions and readjusting the replacement cost of containers supplied by the company to the customer so that it corresponds to the company's price list will in no event exceed 5% annually.
5. Containers for solvent and filters will be delivered to the customer by the company based upon the customer's need upon execution of the agreement. The number of containers delivered to the customer will be in an amount in excess of the amount as required under the quarterly minimum as stated in the agreement. The company has the option to schedule and perform pick-up and delivery of containers more frequently than the quarterly minimum as is required due to customer solvent volume usage.
6. Any defect or pick-up delay for any reason but not limited to strike, lock-out and events beyond the company's control, shall not be considered to be a legitimate reason for cancellation to the extent allowed by law.
7. Customer has listed above the alternative solvent type(s) currently used. Customer agrees that the solvent contains no RCRA or DOT hazardous constituents. Customer represents that no pre-spotting chemicals containing volatile organic chemicals (VOC's) are used in the clothes cleaned in the processes generating the alternative solvent waste. If at any time the customer changes the solvent manufacturer or type used for any reason the customer will notify the company by attaching an MSDS sheet for the new solvent to the manifest upon pick-up by the company. Customer agrees not to mix any Perchloroethylene solvents or solvent waste with the alternative solvent in the containers supplied by the company.
8. The company, at all times, is the sole and unique owner of the containers delivered to the customer. The customer agrees that it is solely responsible for any loss and/or abnormal damage to said containers and is liable to the company for the replacement of the containers that are beyond repair according to the company.
9. The company is in no way responsible for damages resulting from improper storage, usage, or possession of the containers relative to this agreement. The customer agrees to indemnify and defend the company against any claim for such damages.
10. In the case of the customer's bankruptcy, forced sale of assets, voluntary sale of assets or any breach of the agreement, the company reserves the right to collect any amount due in accordance with contract provisions relative to the non-compliance on the customer's part. The company has the right to enter the customer's premises or any other location to collect its containers. In any of the above cases only the company has the right to cancel the agreement. There is a \$25.00 charge for lost/damaged/destroyed 5 gallon containers and/or lids, and a \$40.00 charge for lost/damaged/destroyed totes and/or lids.
11. Any sale, alienation, transfer/assignment of stock and/or assets or concession, total or partial, on the part of the customer does in no way effect the obligations of the parties under this agreement. This agreement is assignable as part and parcel of any sale, alienation, transfer/assignment of stock and/or of assets. This agreement as well as the rights, duties, privileges, and liabilities shall be binding upon and shall inure to the benefit of the personal representatives, purchasers, assignees, heirs, successors and assigns of the respective parties hereto, jointly, severally, or in the alternative.
12. By executing this agreement, the client agrees and understands that DFH is relying to its economic detriment upon the signing of this agreement, and that efforts are immediately being undertaken on behalf of the client including, but not limited to: transportation plans; memoranda; telephone calls; reviewing of documents and procedures with municipal, county state and/or federal authorities; obtaining bids for equipment, testing and subcontracting, as may be required for the

project outlined in this agreement. Termination of this agreement for convenience will result in billing of all costs up to the date of termination, same being the date whereof such intent is received by DFH as well as a thirty-five percent of the remaining quarterly minimum price for the remaining term of the contract as liquidated damages. The parties agree that the thirty-five percent charge is not a penalty and is compensation by way of liquidated damages to DFH as a result of said cancellation.

13. The person signing this agreement for the customer certifies that he or she has the authority to bind the customer and he or she, as an individual guarantees the customer's obligation to the company.
14. Terms: A signed copy of this proposal by the customer will represent acceptance. DFH requires payment in full COD at the time and point of pick-up. The calculation of the amount due will be according to the above schedule, plus payment for any containers lost/damaged/destroyed as per item 10. Should the customer not pay any portion of the cost of pick-up at the time and point of pick-up by cash or check, or credit card, DFH will invoice for the portion not paid and said invoice will be immediately due along with a 5% charge to collect the amount due by the company. The company and customer agree that the rates above are discounted rates based upon payment COD and that the 5% charge does not represent a penalty but the actual cost without COD discount. There is a service charge of 1.75% per month on invoices 30 days past due. If DFH is forced to institute legal proceedings to collect past due balances or to enforce the contract or contract terms, client shall reimburse DFH for attorneys' fees of 33% of the past due balance including liquidated damages, interest, and costs of suit incurred. The company reserves the right to cancel the agreement or delay delivery of merchandise/services in the event that the customer refuses or neglects to pay any outstanding amount that might be due to the company for any reason with respect to the above terms.
15. Manifest: The customer or its representative will sign and date the manifest completed by the company. The manifest will reflect the number of containers of liquid, number of containers of filters, and the number of filters. Replacement containers will be delivered to the customer at the time of execution of this service agreement and at each pick-up. Container control numbers will be marked on this agreement upon delivery and execution of this agreement. Upon each pick-up container control numbers will be noted on the manifest for the containers being picked-up, and the empty containers being delivered. The customer and/or its representative are responsible to verify all of the information on the manifest including, but not limited to the number of containers, and filters removed, as well as the number and control numbers of the containers removed and delivered.
16. The customer expressly waives the right to terminate this agreement during the term of the agreement or any extension thereof for deficiencies in service and or quality of goods unless (1) the complaint is first made promptly by location, in writing to the company, stating the nature of the complaint: (2) the company is afforded at least thirty (30) days to correct the deficiency and: (3) the company does not correct the deficiency in full within that period of time. In the event the company attempts to correct the deficiencies, and the customer believes such corrections are inadequate, the customer shall give written notice to the company via certified mail return receipt requested specifying the precise nature of the inadequate corrections. If the customer fails to notify the company of its dissatisfaction at the expiration of the (30) day period, it shall be presumed that the customer has been satisfied with the company's remedy to all service and or quality issues previously arisen.
17. There is a \$ 25.00 special delivery charge on all pick-up and container deliveries requested on a non-scheduled day.
18. Governing Law, This agreement and performance of the Company and Customer hereunder shall be construed and enforced according to the laws of State of New Jersey.
19. This is the entire agreement between the parties. There are no other agreements other than the agreement contained herein. No oral representations by either party prior to or contemporaneously with this agreement are binding upon the parties.
20. In the event that a court of law of competent jurisdiction finds that sections of this agreement are invalid, such finding in no way invalidates this agreement as a whole.
21. No waiver by either of the parties of any term or condition of this contract constitutes a waiver of the entire contract, nor does it constitute a waiver of the term and/ or condition on a subsequent basis.
22. The parties agree to give notice at the company's and customer's address on page 1 of this document.

We appreciate the opportunity to submit this service agreement. We are confident that our performance will meet or exceed your expectations of professionalism and efficiency. Should you have any questions please do not hesitate to call.

Respectfully submitted,

David Hoffman  
President  
DFH Environmental

Agreed and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Payment type:

Check will be prepared for the driver on pick-up

Credit Card Information \_\_\_\_\_ name on card

\_\_\_\_\_ Card number with 3 digit code  
on rear of card

\_\_\_\_\_ expiration date

\_\_\_\_\_ mailing address for card

\_\_\_\_\_ VISA MC AMEX DISCOVER

\_\_\_\_\_  
*sign again expressly authorizing use of the card for this specific use without recourse  
. vendor name on bill may appear as Omega , DFH or other subsidiary*