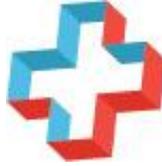


Medical Waste Solutions, Inc.

2701 Fortune Circle Dr. E, Ste H
Indianapolis, IN 46241
(317) 204-3911
www.inmedwastesolutions.com



Medical Waste Service Agreement

Customer/Generator: West Lafayette Community School Corporation

Billing Address

Address: 1130 N. Salisbury St.

City/State: West Lafayette, IN

Zip: 47906

Email: ohlhauts@wl.k12.in.us

Phone: (765) 746-1602

Contact: Stephen Ohlhaut

Container Type/Quantity: 4 Medical Waste Container

Pickup Frequency: E26W

Rate/Pricing: \$69.00 per container/pickup

Service Address

Address: 1105 N. Grant St.

City/State: West Lafayette, IN

Zip: 47906

Email: ohlhauts@wl.k12.in.us

Phone: (765) 746-1602

Contact: Stephen Ohlhaut

Agreement Length: 1 year

Effective Date: 04MAR2022

Terms & Conditions

This Medical Waste Service Agreement (the "Agreement") outlines the terms and conditions under which Medical Waste Solutions, Inc. ("Transporter") agrees to provide packaging materials, collection, and transport services related to Regulated Medical Waste generated by the above identified customer ("Customer"). In consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transporter and Customer agree as follows:

1. **Services:** Transporter agrees to deliver Customer's waste to a permitted facility for proper treatment and disposal. Transporter will supply Customer with containers appropriate to package and transport Regulated Medical Waste according to USDOT & State of Indiana regulations. Manifests will be electronically provided to the service email listed on page 1 of this agreement.

2. **Waste that Transporter Will and Will Not Accept:** Transporter will only accept "Regulated Medical Waste (UN3291)," which is waste or reusable material derived from medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes production and testing of biological products. No Category A materials (assigned to UN 2814 or UN 2900 as appropriate) may be discarded in the regulated medical waste containers. All trace chemotherapy discarded items which may have been contaminated may be discarded provided that such items, including vials and syringes, shall be "empty" as defined in applicable laws, regulations and guidelines. The following waste and/or materials will NOT be accepted by Medical Waste Solutions, Inc:

- Any items that do not fall under the definition of Regulated Medical Waste
- Sharps not properly contained in sharps containers
- Listed or characteristically hazardous wastes (including RCRA Hazardous)
- Hazardous chemotherapy waste
- Radioactive waste
- Complete human remains including fetuses.
- Any item or material containing Mercury
- Any item or material containing Amalgam
- Any controlled Pharmaceuticals

3. **Storage and Transportation:** Customer is responsible for waste generated at their facility prior to collection by the Transporter. Responsibility of waste shall transfer to Transporter once Customer's waste has been collected and loaded into Transporter's vehicle. Transporter will supply documentation (Manifest) to maintain compliance under 49 CFR 172.202. In order to enable Transporter to provide service, customer agrees to be open 0830-1700 Monday through Friday.

4. **Customer Packaging:** Customer represents and warrants to Transporter that Customer will package all Regulated, Infectious, Chemotherapeutic (trace), and Pathological Waste in accordance to all Local, State, and Federal regulations. Customer further agrees not to place any Hazardous, Radioactive, Toxic, Explosive, and/or Corrosive material in containers to be picked up by Transporter. All containers must be lined with a red bag (provided by Transporter). Before closing and sealing the container, the red bag must be tied off in a single knot in order to contain the waste inside. Customer must not package the container to exceed 50 lbs gross weight without written authorization prior to collection from the transporter. Transporter may refuse containers that are determined to be improperly packaged (i.e., leaking, torn, bulging, exceeding 50 lbs gross weight), or are otherwise unfit for safe transportation, and/or do not conform to the terms and conditions of this agreement. Customer is responsible for improperly packaged containers.

5. Agreement Term: The term of this Agreement is defined on Page 1. The term of the Agreement shall begin on the date of the first service and shall continue for the defined period. When the term of this Agreement has expired, the Agreement shall continue on a month-to-month basis until one party provides the other with a 30 day notice of termination. Customer must provide Transporter with a start date within three months of the effective date.

6. Early Termination: Customer shall have the option of terminating the Agreement prior to the date of expiration, provided that Customer provides Transporter with notice of its intent to terminate and pays Transporter an early termination fee that will be calculated by Transporter based on the remaining amount that would likely have been billed by Transporter during the remaining term had services been fully performed.

7. Charges: Customer will pay Transporter for the services outlined herein in accordance with the terms outlined on page 1 of this Agreement. There is a minimum charge of one container per scheduled service. There is a minimum service of one per 12 months for on-call service. Other than the minimum charge, the Customer will only be charged for the containers serviced. There are no other fees or surcharges.

8. Changes in Service Level: Changes in the container types or quantities and/or the pickup frequency may be mutually agreed upon by Customer and Transporter during this Agreement in writing without affecting the enforcement of the rest of this agreement.

9. Price Increases: Transporter reserves the right to adjust pricing based on increased costs such as fuel, insurance, and/or disposal costs. Customer will be made aware of any price increases in writing no less than 30 days prior to the increase and the Customer will be given the opportunity to cancel any future services under this Agreement by providing a 30 day written notice to Transporter of its intent to terminate prior to the effective date of the price increase. Additionally, pricing may be adjusted if Customer changes the service requirements, however, no opportunity to cancel or terminate the Agreement will be made for price increases due to changes in container type, container quantity, pickup frequencies, or additional services. Pricing may be adjusted if initial rates are based on bundled services.

10. Payments: Transporter shall provide Customer with an electronic invoice (paperless billing) after service has been provided. Payment is due upon receipt of the invoice. Payments on invoices that exceed 30 days past due are subject to a late fee of 5% per month for every month until paid. Payments made by credit card are subject to an additional 3.5% processing fee. Transporter shall be entitled to all of its costs of collection of amounts outstanding hereunder, including without limitation, Transporter's attorneys' fees related to any action brought by Transporter to collect an amount owed by Customer under this Agreement.

11. Indemnification: Customer shall indemnify, defend and hold Transporter harmless against any and all third party demands, claims, actions, causes of action, or assessments asserted against Transporter and/or any and all losses, damages, liabilities, costs and expenses (including interest, penalties, costs of investigation and defense, court costs and reasonable attorney fees) incurred by Transporter that (a) arise out of Customer's breach of its obligations and/or warranties outlined herein, including the disposal of any waste that is not permitted to be disposed of under the terms of the Agreement; or (b) relate to any loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, packaging, operation, or possession of any containers and other equipment furnished under this Agreement.

12. Insurance: Transporter hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable laws.

13. Exclusivity and Opportunity to Provide Additional Services: Customer agrees to use no other Regulated Medical Waste disposal service or method during the term of this Agreement and any renewal terms, granting Transporter exclusive right to collect and dispose of all of Customer's Regulated Medical Waste. Customer will provide

Transporter the opportunity to meet the needs of the Customer for any other service the Transporter provides during the term of this Agreement.

14. **Excuse of Performance:** Transporter shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control. Including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts, or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines, or orders of any governmental body.

15. **Assignment:** Neither party shall assign this Agreement without the prior written consent of either party, except for Transporter without Customer's consent may assign this Agreement to any affiliate of Transporter or its successor.

16. **Binding Effect:** This Agreement is a legally binding contract on the party of both Medical Waste Solutions, Inc. and the Customer and their respective heirs, successors, and assigns in accordance with the terms and conditions set out herein.

17. **Conflicting Contract:** Should the Customer find they are in a contract with another vendor that was executed prior to this Agreement, the Customer must provide a copy of the contract to Medical Waste Solutions, Inc. as well as any necessary documentation needed to verify its authenticity. This Agreement will then take effect after the valid contract expires. The customer is responsible for ensuring that the contract does not auto-renew.

18. **Governing Law/Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and all proceedings relating to the subject matter hereof shall be maintained exclusively in the courts of Marion County, Indiana, and each party hereby consents to personal jurisdiction and venue therein and hereby waives any right to object to personal jurisdiction or venue.

IN WITNESS WHEREOF, Transporter and Customer have caused duly authorized representatives of the respective parties to execute this Agreement on the date(s) set forth below and each party acknowledges that they have read, understand, and agree to the terms and conditions of this Agreement.

Medical Waste Solutions, Inc.

DocuSigned by:

Scot McFarland

C324437BFED2400...

Signature: _____

Printed: Scot McFarland

Title: President

Date: 04-Mar-2022 | 09:18:43 EST

West Lafayette Community School Corporation

DocuSigned by:

Stephen Ollhaunt

D0160B248BA6133

Signature: _____

Printed: Stephen Ollhaunt

Title: Assistant CFO

Date: 04-Mar-2022 | 09:15:24 EST

Medical Waste Solutions, Inc.

2701 Fortune Circle Dr. E, Ste H

Indianapolis, IN 46241

(317) 204-3911

www.inmedwastesolutions.com



Shredding Service Agreement

Customer/Generator: West Lafayette Community School Corporation

Billing Address

Service Address

Address: 1130 N. Salisbury St.

See Addendum

City/State: West Lafayette, IN

Zip: 47906

Email: ohlhauts@wl.k12.in.us

Email: ohlhauts@wl.k12.in.us

Phone: (765) 746-1602

Phone: (765) 746-1602

Contact: Stephen Ohlhaut

Contact: Stephen Ohlhaut

Container Type/Quantity: 1 Console per location

Pickup Frequency: E8W

Agreement Length: 1 Year

Rate/Pricing: \$41.00 per container/pickup

Effective Date: 04MAR2022

Terms & Conditions

1. **Storage and Transportation:** Customer is responsible for waste generated at their facility prior to collection by Transporter. Responsibility of waste shall transfer to Transporter once Customer's waste has been collected and loaded into Transporter's vehicle. Transporter will supply electronic documentation (Certificate of Destruction) to maintain compliance. Transporter will remove and securely destroy waste.
2. **Agreement Term:** The term of this Agreement is defined on Page 1. The term of the Agreement shall begin on the date of the first service and shall continue for the defined period. When the term of this Agreement has expired, the Agreement shall continue on a month-to-month basis until one party provides the other with a 30 day notice of termination.
3. **Early Termination:** Customer shall have the option of terminating the Agreement prior to the date of expiration, provided that Customer provides Transporter with notice of its intent to terminate and pays Transporter an early termination fee that will be calculated by Transporter based on the remaining amount that would likely have been billed by Transporter during the remaining term had services been fully performed.
4. **Charges:** Customer will pay Transporter for the services outlined herein in accordance with the terms outlined on page 1 of this Agreement. There is a minimum charge of one container per scheduled service. There is a minimum service of one per 12 months for on-call service. Other than the minimum charge, the Customer will only be charged for the containers serviced. There are no other fees or surcharges.
5. **Changes in Service Level:** Changes in the container types or quantities and/or the pickup frequency may be mutually agreed upon by Customer and Transporter during this Agreement in writing without affecting the enforcement of the rest of this agreement.
6. **Price Increases:** Transporter reserves the right to adjust pricing based on increased costs such as fuel, insurance, and/or disposal costs. Customer will be made aware of any price increases in writing no less than 30 days prior to the increase and the Customer will be given the opportunity to cancel any future services under this Agreement by providing a 30 day written notice to Transporter of its intent to terminate prior to the effective date of the price increase. Additionally, pricing may be adjusted if Customer changes the service requirements, however, no opportunity to cancel or terminate the Agreement will be made for price increases due to changes in container type, container quantity, pickup frequencies, or additional services.
7. **Payments:** Transporter shall provide Customer with an electronic invoice (paperless billing) after service has been provided. Payment is due upon receipt of the invoice. Payments on invoices that exceed 30 days past due are subject to a late fee of 5% per month for every month until paid. Payments made by credit card are subject to an additional 3.5% processing fee. Transporter shall be entitled to all of its costs of collection of amounts outstanding hereunder, including without limitation, Transporter's attorneys' fees related to any action brought by Transporter to collect an amount owed by Customer under this Agreement.
8. **Indemnification:** Customer shall indemnify, defend and hold Transporter harmless against any and all third party demands, claims, actions, causes of action, or assessments asserted against Transporter and/or any and all losses, damages, liabilities, costs and expenses (including interest, penalties, costs of investigation and defense, court costs and reasonable attorney fees) incurred by Transporter that (a) arise out of Customer's breach of its obligations and/or warranties outlined herein, including the disposal of any waste that is not permitted to be disposed of under the terms of the Agreement; or (b) relate to any loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, packaging, operation, or possession of any containers and other equipment furnished under this Agreement.
9. **Insurance:** Transporter hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable laws.
10. **Exclusivity and Opportunity to Provide Additional Services:** Customer agrees to use no other shredding service or method during the term of this Agreement and any renewal terms, granting Transporter exclusive right to collect and dispose of all of

Customer's secure documents. Customer will provide Transporter the opportunity to meet the needs of the Customer for any other service the Transporter provides during the term of this Agreement.

11. Excuse of Performance: Transporter shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control. Including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts, or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines, or orders of any governmental body.

12. Assignment: Neither party shall assign this Agreement without the prior written consent of either party, except for Transporter without Customer's consent may assign this Agreement to any affiliate of Transporter or its successor.

13. Binding Effect: This Agreement is a legally binding contract on the party of both Medical Waste Solutions, Inc. and the Customer and their respective heirs, successors, and assigns in accordance with the terms and conditions set out herein.

14. Governing Law/Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, and all proceedings relating to the subject matter hereof shall be maintained exclusively in the courts of Marion County, Indiana, and each party hereby consents to personal jurisdiction and venue therein and hereby waives any right to object to personal jurisdiction or venue.

IN WITNESS WHEREOF, Transporter and Customer have caused duly authorized representatives of the respective parties to execute this Agreement on the date(s) set forth below and each party acknowledges that they have read, understand, and agree to the terms and conditions of this Agreement.

Medical Waste Solutions, Inc.

DocuSigned by:
Scot McFarland
C324437BFED2400...

Signature: _____

Scot McFarland

Printed: _____

President

Title: _____

04-Mar-2022 | 09:18:43 EST

Date: _____

West Lafayette Community School Corporation

DocuSigned by:
Stephen Onthaut
D0166B248BA8433...

Signature: _____

Stephen Onthaut

Printed: _____

Assistant CFO

Title: _____

04-Mar-2022 | 09:15:24 EST

Date: _____

Medical Waste Solutions, Inc.

2701 Fortune Circle Dr. E, Ste H
Indianapolis, IN 46241
(317) 204-3911
www.inmedwastesolutions.com

Medical Waste Service Addendum

Customer/Generator: West Lafayette Community School Corporation

Agreement Date: 04MAR2022

Site Name: West Lafayette Elementary School

Address: 600 Cumberland Ave.

City/State: West Lafayette, IN

Zip: 47906

Email: ohlhauts@wl.k12.in.us

Phone: (765) 746-1602

Contact: Stephen Ohlhaut

Container Type/Quantity: 1 Console

Pickup Frequency: E8W

Rate/Pricing: \$41.00 per container/pickup

Site Name: West Lafayette Intermediate School

Address: 1838 N. Salisbury St.

City/State: West Lafayette, IN

Zip: 47906

Email: ohlhauts@wl.k12.in.us

Phone: (765) 746-1602

Contact: Stephen Ohlhaut

Container Type/Quantity: 1 Console

Pickup Frequency: E8W

Rate/Pricing: \$41.00 per container/pickup

Site Name: West Lafayette JSHS

Address: 1105 N. Grant St.

City/State: West Lafayette, IN

Zip:47906

Email: ohlhauts@wl.k12.in.us

Phone: (765) 746-1602

Contact: Stephen Ohlhaut

Container Type/Quantity: 1 Console

Pickup Frequency: E8W

Rate/Pricing: \$41.00 per container/pickup

Acknowledgement and Acceptance of this Agreement and its Terms and Conditions:

By West Lafayette Community School Corp(Generator): By Medical Waste Solutions, Inc. (Transporter)

Scot McFarland President

Stephen Ohlhaut Assistant CFO

Print Name/Title

Print Name/Title

DocuSigned by:
Scot McFarland
C324437BFED2400...

DocuSigned by:
Stephen Ohlhaut
D016CB248BA8433...

Signature

Signature