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## Service Agreement: Hazardous Drug Disposal Service

"Parties"							
"Customer"				"Stericycle Specialty Waste"			
Billing Name	Interfaith House			Name	Stericycle Specialty Waste Solutions, Inc.		
Billing Address	3456 W Franklin Blvd			Address	4010 Commercial Ave		
Billing City, St, Zip	Chicago, IL 60624-1308			City, St Zip	Northbrook, IL 60062		
Billing Phone	(773) 533-6013	Billing Fax	773) 533-9034	Phone	847-943-6446	Fax	(773) 533-9034

**Agreement Effective Date:** 03/01/2015

**Term of Agreement ("Initial Term"):** 24 Months

**Terms and Conditions**

This Service Agreement ("Agreement") between the Parties (specified above) shall apply to all goods ("Supplies") and services provided by Stericycle Specialty Waste Division (SSWSI) to Customer at the Service Location(s) provided in Schedule B and shall automatically renew for successive terms equal to the Initial Term unless either of the Parties has given written notice of termination at least 60 days prior to termination of the Initial Term or any successive term. Customer's Waste Profile(s), analytical testing, MSDS(s), reports of process generating waste, proposals and other information provided are hereby incorporated. Customer authorizes SSWSI to prepare, execute and submit additional applications required to manage Customer's Waste. Customer understands that all items to be transported are to be offered in accordance with the requirements of 49 CFR subparts 100-185 or Customer agrees to pay Overpack or added labor charges, as necessary, to conform to these requirements. Items offered for transportation must be free of Hazardous residue on external surfaces and be properly segregated to meet U.S. Department of Transportation requirements. All Terms and Conditions, except item 1 below, shall survive this Agreement's termination.

1. Customer agrees that while this Agreement is in effect, SSWSI has the exclusive right to provide: (a) the Supplies and service(s) described in Schedule A, and (b) all other Supplies and services provided to Customer by SSWSI during the time beginning with the Agreement Effective Date until this Agreement is terminated.
2. If Customer breaches this Agreement by terminating SSWSI's service prior to the expiration of its Term or any Extension Term, or in any other way violates this agreement in such a way that SSWSI's continued performance is rendered impossible or commercially impracticable, then, in addition to any rights and remedies SSWSI may have at law or in equity, SSWSI shall be entitled to collect from Customer an amount in liquidated damages equal to fifty (50) percent of Customer's average charge on a monthly basis based on the twelve (12) months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) multiplied by the number of months remaining until the expiration date of the Term or Extension Term. Customer hereby acknowledges that SSWSI's damages resulting from the premature termination of collections are impossible of estimation and include lost profits, inefficiencies resulting from route changes, increased administrative overhead, unrecoverable sunk training/instruction costs and other elements of injury, and acknowledges further that the foregoing charge is reasonable and is not a penalty.
3. SSWSI reserves the right to adjust the contract price to account for operational changes it implements to comply with changes in law, to cover increases in the cost of fuel, insurance, or residue disposal, or to otherwise address cost escalation. SSWSI may charge Customer a fee to cover its administrative costs in the event that Customer changes its service requirements during the Term or Extension Term.
4. Customer is responsible for and shall pay for all damage(s) to SSWSI's equipment or SSWSI's Subcontractor's equipment caused by Customer or Customer's Contractor.
5. Customer agrees that SSWSI shall have the option to utilize Subcontractors to provide the Supplies and services contemplated by this Agreement.
6. SSWSI's performance shall be contingent on the TSDF's approval of Customer's Waste. SSWSI shall be excused from performance in the event its Contractor or TSDF becomes unavailable to SSWSI for any reason.
7. **Health Insurance Portability and Accountability Act (HIPAA):** SSWSI agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501).
8. **Payment terms are net 30 days from invoice date.** A finance charge equal to 18% per annum, or the maximum amount permitted by law shall be charged to overdue invoices. SSWSI may terminate this Agreement at any time for non-payment. Customer agrees that all monetary disputes related to services provided during this Agreement or after this Agreement is terminated, may, at SSWSI's sole election, be submitted to binding arbitration in the State of Illinois under the rules of the American Arbitration Association. SSWSI shall be entitled to payment equal to costs incurred in collecting payment from Customer including reasonable attorney fees and collection fees (\$500 minimum).
9. Customer agrees to offer only Conforming Waste(s) to SSWSI. Customer agrees to notify SSWSI in the event the character and/or process that generates the Waste changes and, if so, submit a new Waste Profile to SSWSI for that Waste. Customer also agrees to provide SSWSI with analytical testing as periodically required by SSWSI to confirm that Customer's Waste(s) are Conforming Waste(s).
10. Customer shall pay or reimburse SSWSI for any and all expenses, fines, analytical fees, clean-up expenses, transportation fees, storage fees, disposal fees, and reasonable attorney fees incurred by SSWSI, SSWSI's Subcontractor, or TSDF as a result of Customer's breach of any provision of this Agreement, including, but not limited to, Customer offering Waste that is not Conforming Waste, whether before, on or after the Initial Term or any successive term of this Agreement, to SSWSI, SSWSI's Subcontractors, or TSDF.
11. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
12. **Title and Risk of Loss to Conforming Waste:** Title and Risk of Loss to Conforming Waste (excluding Waste that is land disposed or land applied) shall be vested in SSWSI at such a time as it is loaded onto vehicle(s) of SSWSI or SSWSI's Subcontractor(s) until such a time that SSWSI or SSWSI's Subcontractor(s) delivers said Conforming Waste to the TSDF(s), then Title and Risk of Loss shall transfer to TSDF(s). SSWSI warrants that SSWSI shall only deliver Customer's Waste to TSDF(s) with whom SSWSI has a written contractual relationship whereby Title and Risk of Loss for Conforming Waste transfers to the TSDF(s), upon delivery, of said Conforming Waste from SSWSI or SSWSI's Subcontractor(s), to the TSDF(s).

**Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste"):** Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste") shall remain with Customer, until the required steps have been taken to develop i.) an accurate Waste Profile, ii.) an accurate shipping manifest(s), and iii.) accurately labeled containers, to meet Federal, state and local laws and regulations. Once all discrepancies have been resolved, and the Customer's Non-Conforming Waste is rendered Conforming Waste, Title and Risk of Loss for said Waste shall be vested in SSWSI in accordance with the terms specified under **Title and Risk of Loss to Conforming Waste** above. SSWSI may, solely as an accommodation to Customer, and at the Customer's sole additional expense, assist in resolving said discrepancies and/or arrange for the proper handling, storage, and transportation of such Waste in accordance with applicable Federal, state and local laws and regulations, until such a time that the Non-Conforming Waste has been rendered Conforming Waste or has been returned to the Customer or Customer's designee. SSWSI shall exert reasonable care in the storage and handling of Customer's Non-Conforming Waste.

By signing below, I acknowledge that I am Customer's authorized officer or agent and have the authority to bind Customer to this Agreement. Customer agrees to be bound by the Terms and Conditions hereof including the Supplementary Definitions and other information provided in Schedule A.

**Customer**

**SSWSI**

Signature \_\_\_\_\_  
 Name (Please Print) \_\_\_\_\_  
 Title \_\_\_\_\_ / Date Signed \_\_\_\_\_

Signature \_\_\_\_\_  
 Name (Please Print) \_\_\_\_\_  
 Title \_\_\_\_\_ / Date Signed \_\_\_\_\_