

Virgin Valley Disposal, Inc
501 Riverside Rd
Mesquite NV 89027
(702) 346-5396

MEDICAL WASTE REMOVAL AGREEMENT

Customer Name: _____ DBA: _____

Billing Address: _____

E-Mail: _____ Fax: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

Service Address: _____

City: _____ State: _____ Zip: _____

This Medical Waste Removal Agreement is made between Virgin Valley Disposal, Inc. (Contractor) and _____
_____ (Customer) that Contractor shall remove medical waste from

Customer's premises pursuant to the following terms:

1. All medical waste is to be picked up by Contractor on the following agreed upon day (M-T-W-Th-F-S-Su).
2. Customer must provide Contractor with a minimum "24 hours notice" in order for Contractor to be obligated to remove the agreed upon waste prior to the agreed upon date under section 1 above.
3. Customer shall have one, and only one, pickup location that must remain the same throughout the term of this agreement unless the Contractor agrees to a different location via writing.
4. Contractor agrees to supply service and equipment to the Customer, in accordance with this Agreement, equipment that is needed by the customer in carrying out its operation. The service and its equipment rates of said equipment, are described in Addendum "1", Virgin Valley Disposal, Inc.'s General Price Structure or are located on contractors website (www.vvdisposal.com). This Addendum is included herein by reference and Customer acknowledges that said Addendum is incorporated into this Agreement as if set forth in full herein. Customer will be charged a call-out charge even if Contractor arrives to Customer's premises and finds that there is no medical waste to remove. The call-out charge shall be in accordance to Addendum "1". If there is medical waste to remove, Customer will be charged in accordance to paragraph 7 below.
5. It is the Customer's responsibility to place all medical waste in the governmental approved biohazard bag that is properly tied and secured. Customer will need to place the biohazard bag in the corrugated cardboard box supplied by Contractor with the lids properly closed.
6. Contractor will remove your medical waste, that is properly closed and leave you with new boxes and bags equal to that which is removed. Contractor will only service boxes and bags supplied from Contractor.
7. Customer shall be charged a minimum of one boxed bag pick up in accordance to Addendum "1". Customer will be charged for each box and bag in accordance to Addendum "1". This sum is based upon the average box being 16 x 16 x 30 and bags having a capacity of 33 gallons. Once the bags are removed from the Customer's premises, said Customer shall have no right to contest the price charged by Contractor.

Our City of Mesquite license number is 91895 and our landfill permit number is 000046-725-J.

**Customer has read the foregoing Agreement, including the terms on
reverse side hereof. Customer has received a fully completed and
signed copy of this Agreement.**

By: _____
Contractor Title

By: _____
Customer Title

Date: _____

Date: _____

8. All bags must be stored inside a secured building or container clearly and conspicuously marked "medical waste." Contractor must have immediate access to the agreed upon pick up location or Contractor shall have the right to not pick up said items and to charge Customer a call-out fee as explained in paragraph 4.
9. All sharp items must be in a governmental approved sharps container suitable for carrying same. Said containers shall be placed, by Customer, in the governmental approved medical waste bags.
10. The Contractor will supply to the Customer all bags and boxes needed for the proper removal of medical waste for a cost as explained in paragraph 7.
11. **SCHEDULE:** Customer shall be billed monthly for Contractor's services. Customer shall pay Contractor by the 15th day of each month. If customer fails to pay Contractor within the 15 day period, Customer shall pay interest on any amount owing contractor at the rate of 18% per annum, with a minimum late charge of five dollars (\$5.00), added to subsequent statements.
12. **SERVICE BEYOND PROPERTY LINE:** "Virgin Valley Disposal, Inc.'s Service Beyond Property Line," in consideration for the services provided by Contractor, Customer agrees to release Contractor for any and all damage to property and equipment, including, but not limited to, sidewalks, curbs, gutter, asphalt, and from any and all injuries to persons, as a result of Contractor entering property of Customer for pick-up, delivery, or entering upon the request of Customer for any other reason.
13. **INDEMNIFICATION:** Customer further agrees to indemnify and hold harmless, to the fullest extent permitted by law, Contractor, its agents, employees, officers, directors, shareholders, or owners, from and against any and all claims of losses, resulting from Contractor entering property of Customer for pick-up, delivery, or entering at the request of Customer for any other reason.
14. **CHANGE IN RATEES:** Due to the fluctuating costs of Contractor's business, Customer agrees that Contractor may adjust the preceding rates by notifying Customer, in writing, within 15 days of Contractor making such adjustments.
15. **MISCELLANEOUS:** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. The Customer shall execute and deliver to Contractor, upon the Contractor's request, such instruments and documents, as Contractor deems necessary or advisable for the confirmation or perfection of this Agreement and Customer grants to Contractor a Power of Attorney to execute such instruments and documents in the Customer's name. Where so provided by law, Contractor may execute and file evidence of its ownership to any or all of the equipment and, if a signature is required by law, then the Customer appoints Contractor as the Customer's attorney-in-fact to execute any such documents and further agrees to pay Contractor a reasonable documentation fee to cover the expenses of making such filing(s).
16. **INDEMNIFICATION:** Customer shall defend, indemnify and hold Contractor, its agents, employees, officers, directors, shareholders or owners, harmless from and against any and all claims or losses, resulting directly or indirectly from Contractor hauling medical waste. If a lawsuit is filed against Customer, Customer shall immediately notify Contractor of same, and Contractor shall have the option of accepting attorney designated by Customer or Contractor. Contractor shall have the right to choose its own attorney. In either event, the fees and expenses incurred in representing Contractor's interests shall be borne by Customer.
17. **NEVADA LAW GOVERNS:** The parties agree that any dispute arising out of this Agreement shall be governed by Nevada law. In addition, both parties consent that the resolution of any disputes arising out of this contract shall take place in Nevada.
18. **ENTIRE AGREEMENT, NO MODIFICATION:** Contractor, customer and the undersigned personal indemnitor and guarantor agree that this Agreement shall be the ENTIRE Agreement between the parties, and supersedes any other previous service Agreement between the parties. No modification or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties, **OTHER THAN CONTRACTOR MAY CHANGE THE AGREEMENT IN ACCORDANCE WITH PARAGRAPH 14 ABOVE.**