



Gaiaca, LLC

P.O. Box 188
Gonzales, CA 93926
United States
833.225.4242 (p)

v4.20



Service Provider Agreement

Proposal No. 200422-01

This Service Provider Agreement (“**Agreement**”), effective as of the Effective Date set forth below, is made and entered into by and between Gaiaca, LLC and GWR CA, LLC, a California limited liability company (collectively as “**GAIACA**”) and the Company identified below. This Agreement is comprised of this Cover Page, the attached Standard Terms and Conditions, and any exhibit(s), appendix, or addenda thereto.

Services will commence within two (2) weeks of the date signed (“Effective Date”).

LIMITATIONS

- A standard Service Initiation is inclusive of up to two (2) containers. Additional containers are billed at a rate of \$75.00 per drum/cart. Additional fees may apply for multi-yard bins.
- Per Title 16 CCR, Div. 42 (BCC), and Title 17 CCR, Div. 1, Chapter 13 (MCSB), all cannabis goods are separated from packaging and rendering unrecognizable and unusable onsite into cannabis waste. All waste material is transported to the appropriate permitted facility for further treatment and/or disposal.
- A Certificate of Destruction (COD) and/or Uniform Hazardous Waste Manifest is provided at the completion of every project. Video surveillance and GPS reporting is also available.
- Prior to scheduled pickups, GAIACA will provide a 30-minute courtesy call to confirm availability. If unanswered, GAIACA will assume confirmation. Onsite cancellation, denied access to facility, extended wait time (greater than 20 minutes), and waste not present for pickup, all constitute a “Late/ No Cancellation” event. A first offense will likely result in a warning; however, GAIACA reserves the right to assess a minimum fee of \$250.00 per “Late/No Cancellation” event, with increased rates for repeated offenses. Additional fees may apply.
- Additional surcharges may include an “Environmental Impact Tax” of 9.5% for Hazardous Waste disposal, a minimum \$250.00 “Trip Charge” for ARV service, and a minimum 25% “Emergency Response Fee” for rushed or expedited service. Any applicable taxes or fees will be confirmed prior to start of service.

PAYMENT

Setup Fees

Initial Deposit and/or first month’s membership (if applicable) is required from Company prior to start of Service.

Service Fees

Company agrees to pay to GAIACA the following monthly membership fees, service fees, plus any additional container fees and/or surcharges. Payments can be made by credit card, debit card, check, or money order deposited into GAIACA business account or paid online. Checks and money are to be payable to: **GWR CA, LLC**. Cash payments, including any late payments, will be assessed a ten percent (10%) processing fee. Monthly membership fees, if applicable, are due first (1st) of the month, prior to the month of service.

Late Payments

All payments are due upon receipt. Any payments not paid within 30 days from date of statement is considered a Late Payment and will be assessed a 2% per diem per day until full payment is received. No Service will be provided until full payment has been received.

TERMS

Term

The term of this Agreement will commence on the Effective Date and shall continue in full force and effect for a period of two (2) years after the Service Date (“**Term**”). Upon expiration of the Term, this agreement shall be automatically renewed unless sixty (60) days advanced written notice of intent to terminate services is given to GAIACA from Company. At any time during the term of this Agreement, GAIACA may terminate this contract.

Change of Terms

Rates and condition of services are subject to change.

Please read the Terms and Conditions in the link: www.gaiaca.com/spa

I have read, understood, and agree to GAIACA’s Terms and

Conditions (initial here):

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Company:

By: _____

Name: _____

Title: _____

Date: _____

Gaiaca, LLC:

By: _____

Name: _____

Title: _____

Date: _____