
Waste Contract Optimum Clause Sheet

If your contract has these four stipulations, you won't overpay due to contract inefficiencies.

1. **Language limiting price spikes.** Insert this into the comment section of your contract, if your hauler allows: "Pricing good for 12 months. Capped at 5% for years two and three of contract."
2. **No auto renewal clause.** Ask your hauler to not include the auto-renewal clause. If it appears on your contract, ask your hauler if they would permit you to cross it off and initial next to it.
3. **A service provision:** Include this language:

"Pricing includes all fees (10% fuel), surcharges and taxes, including but not limited to environmental, current legislative or administrative fees or surcharges. Vendor must not submit an invoice to Client with a price increase that exceeds those allowed by this agreement.

Client at their sole discretion may terminate this agreement without penalty and with thirty days' notice in the event vendor should submit an invoice with a price increase that exceeds the amount allowed by contract and refuses to correct the invoice within 30 days. Payment terms are net 30 days."

4. **Short terms.** Your contract should only be 3 years long.
5. **Limited or eliminated ancillary fees.** In the comments section, you'll put "Rates are all inclusive of fees." If your hauler won't agree to eliminated ancillary fees, agree on a capped rate and include this clause instead: "{Name of fee} capped at 5%."

After you have completed your new contract, you will need to send a copy of this contract to the hauler. It will not be effective until they have signed it and returned a copy to you.

Best of luck in your waste contract negotiations!