

Better Waste Management

7925 NW 12th Street Suite 414 Miami, Fl. 33126 Phone: (786) 703-9582 Fax: (305) 634-0220

SERVICE AGREEMENT

BILLING INFORMATION

SERVICE LOCATION

NAME:	FOX CHASE CONDO ASSOC.	NAME:	FOX CHASE CONDO ASSOC.
ADDRESS:	8605 NW 8 TH ST.	ADDRESS:	8605 NW 8 TH ST.
CITY:	MIAMI	CITY:	MIAMI
STATE:	FL	STATE:	FL.
ZIP:	33126	ZIP:	33126
PHONE:	305 336-2272	PHONE:	
FAX:		E-MAIL:	
CONTACT:	JOSE ROMERO	CONTACT:	romerovivero@yahoo.com

DELIVERY DATE:	CANS ON SITE	EFFECTIVE DATE:	JAN. 1, 2018
----------------	--------------	-----------------	--------------

CONTAINER SPECIFICATIONS

QUANT.	SIZE	PICK UPS PER WEEK	FOR	MONTHLY PRICE
12	2 YD	3 WEEK	MSW	1622.25

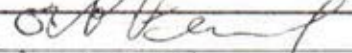

TYPE OF BUSINESS:	CONDO	SUB TOTAL:	\$ 1,622.25
PRESENT SERVICE:	BWM	15% FRANCHISE FEE:	243.33
DEPOSIT AMOUNT:		10% FUEL SRCHRG:	WAIVED
		TOTAL:	ALL IN \$ 1,865.58

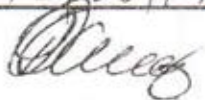
SPECIAL INTRUCTIONS: This agreement is for a term of 24 months. No price increase for 12 months, maximum price increase capped at 3% after 12 months and thereafter. This agreement is non-renewable.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING ON THIS FACE AND THE REVERSE SIDE.

CUSTOMER

CONTRACTOR

SIGNATURE:		SIGNATURE:	
NAME:	OCTAVIO FERNANDEZ	NAME:	Jorge Bustamante
TITLE:	SECRETARY	TITLE:	VP
DATE:	12/28/17	DATE:	DECEMBER 27, 2017


Rolando Jimenez
Director

SERVICE AGREEMENT TERMS AND CONDITIONS

With the original customer

This agreement shall be executed by the company or their agents who hereby represent that they are authorized to do so.

UNDERSTANDING: It is understood and agreed to by the Customer that BetterWaste Management Corp. (BWM) is not a licensed waste hauler but an interested third party performing a valuable service for the Customer for which it is entitled to profit. BWM contracts with the Customer and then subcontract the waste hauling to a licensed and insured waste hauler. In return for this profit, BWM will manage any and all issues pertaining to solid waste and recycling for the Customer as stipulated unless the account is sold, assigned or transferred in which case the Customer will deal directly with the assigned hauler. The customer may not deal directly with the hauler. BetterWaste Management Corp. represents the Customer and not the Waste Hauler.

CHARGES and PAYMENTS: The Customer shall pay the Company on a monthly basis. Payment shall be made by the Customer, in advance, by the first (1st) of the month. In the event that the payment is not made when due, then the Company, at its sole option, may temporarily suspend service. If service is suspended for non-payment it shall not be restarted until all invoices have been brought current. In addition no credits will be given for lack of service while on stop service for non-payment. The Company may increase and Customer agrees to pay a late fee of thirty nine dollars (\$39.00) per month per invoice for all past due payments. The Company may adjust the rate on a yearly basis for reasons other than landfill and fuel adjustments, however any such increase shall not exceed ten percent (10%) per year except for taxes and/or franchise fee's imposed on the Company by governmental agencies. The Company is not responsible for paying any bills for which it has not been paid.

TERM: This agreement is for a term of ~~THREE (3) years~~ ^{TWO (2) years}. Customer may cancel this agreement by giving notice to the Company not less than ninety days (90) prior to expiration date, via certified mail, return receipt requested. ~~This agreement shall automatically renew itself for three (3) years if no action is taken by either party to cancel this agreement.~~ Customer agrees that the Company shall have the exclusive right to collect all of customers waste and recyclables pursuant to this agreement. The Company may permanently discontinue service by giving Customer a thirty (30) days advance written notice. This agreement shall remain in effect if the Customer moves to another location within the Company's service area.

LITIGATION: In case of a dispute if the prevailing party is BWM, then BWM shall be entitled to recover all of it's collection cost including late fee's and attorneys fees of at least five hundred dollars (\$500.00) or 35% of the recovered amount, which ever is greater. Customer and the Company hereby waive any and all rights to a trial by jury in any action based on this agreement or arising out of this agreement.

DEFINITION OF EQUIPMENT: The term "equipment" shall mean all containers used for the storage of waste material and recyclable. All containers furnished by the company or its subcontractors for use by the Customer shall remain the property of the company.

CUSTOMERS DUTIES AND RESPONSIBILITIES: The equipment provided by the Company or its subcontractor is done for mutual convenience. The customer shall not overload the equipment nor use it for incineration purpose and shall be liable to the Company for any loss or damages in excess of reasonable wear and tear. Company may reject a pick up if the equipment is overloaded or contaminated with excluded materials.

The Customer warrants that the waste delivered to the company there under shall not contain any hazardous or toxic waste nor shall it contain any batteries, tires, refrigerators, A/C units, washing machines, dryers, stoves, dishwashers, water heaters, furniture, TV's or electronic equipment, cabinets, mercury or florescent lamps etc.

Customer acknowledges that he has care custody and control of the Company's equipment and accepts responsibility for such. Therefore, the Customer agrees to defend, indemnify and hold harmless the Company from and against any and all claims for loss or damage to property or injury to or death of a person or persons resulting from or arising in any manner of Customers use, operation or possession of such equipment.

Company shall acquire title to the solid waste and recyclable when such is loaded onto the Company's trucks. Title to and liability for any waste excluded above shall remain with the Customer and Customer agrees to defend, indemnify and hold harmless the Company from any and against any and all damages, penalties, fines, and liabilities resulting from or arising out of such waste excluded above.

REQUEST: All service requests must be directed to the Company and not to the subcontractor. If invoices are submitted to the Company and we have no record of the service being ordered by the Company, those invoices will not be paid by the Company.

MISSED PICK UPS: In the event that Company is unable to pick up Customers equipment on its regular schedule due to the equipment being blocked or gate being closed or equipment not placed out for pick up or hauler's equipment breaks down, then Company will pick up Customers next scheduled pick up day. No credits will be given for these missed pick up's.

TAXES, CHARGES AND FRANCHISE FEES : In the event that any governmental agency should impose or increase any tax, charge, franchise fee or the like on the Company, then such tax, charge or franchise fee will be automatically passed on the Customer.

LIQUIDATED DAMAGES: If the Customer fails to perform under this agreement, the damages that the Company will suffer will be difficult to ascertain. Therefore the Customer and the Company agree that in the event that the Customer is in breach of this agreement and liable for the loss or damages that the Customer's liability shall be limited to the equivalent of ~~twelve (12) months~~ ^{twelve (12) months} worth of charges calculated over the last twelve (12) months. It is agreed that this provision is fair under the circumstances and it is not considered to be a penalty.

CHANGES: The Customer may increase or decrease the size of the containers, the number of containers and the frequency of service as they deem necessary. Changes in the schedule of charges, frequency of service, number, capacity and type of equipment may be agreed to orally or in writing consent to oral changes shall be evidenced by the actions and practices in this agreement.

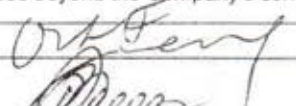
DRIVEWAYS AND PARKING AREAS: The Customer acknowledges that the Company shall not be liable for any damage to the pavement or driving surfaces resulting from its vehicles driving on it in order to perform the services required.

ASSIGNMENT: This agreement is binding on the parties, its successors and assigns. BWM may assign this agreement without the customers consent. If the business is sold during the term of this contract it will be automatically be assigned to the new owner.

EXISTING AGREEMENTS: Customer warrants that they are not a party in any other agreement for the same or similar service.

RIGHT TO COMPETE: The Customer grants the Company the right to compete with any offer the Customer receives relating to this agreement and upon its termination for any reason and agrees to give the Company written notice of any such offer and a reasonable opportunity to respond to it.

MISCELLANEOUS: The Company shall be relieved from performance due to acts of wars, riots, fires, explosions, accidents, strikes, lockouts or any acts of God or other cause beyond the Company's control.

SIGNATURE: 	PRINT: Octavio Fernandez	DATE: 12/28/12
---	---------------------------------	-----------------------