

**SOLID WASTE COLLECTION AND DISPOSAL
SERVICES AGREEMENT**

Winn Residential

Waste Removal Contract

This Waste Removal Contract (the "Agreement") is entered into by and between **Ansley at Hart Road; 3266**, whose principal address Albertville, TNG 35950 (herein after called "**(Ansley at Hart Road; 3266)**") and **Waste Management of Texas, Inc.** a(n) corporation, whose principal address **1901 Afton St 1901 Afton St Akron, AL 35441** (hereinafter called "**Waste Management of Texas, Inc.**"). This Agreement shall be effective as of the **06/20/2021**.

1. Location. Subject to the terms and conditions hereof, **Waste Management of Texas, Inc.** agrees to perform the services described in Schedule I attached hereto and incorporated herewith, ("Scope of Work") for **Ansley at Hart Road; 3266, Hyderabad 20000 India Albertville, TNG 35950** (herein after called the "Property").

Terms of Agreement. This Agreement shall remain in full force and effect for **Term - Effective** months, commencing on **06/20/2021** and extending through **06/25/2021**. The Term will not automatically renew itself, other than on a month-to-month basis, unless **Ansley at Hart Road; 3266** and, **Waste Management of Texas, Inc.** agree in writing to an extension of the Term. Rather, the Agreement Term will continue, on a month-to-month basis only, until such time as either party provides the other with thirty (30) days written notice to terminate the Agreement.

2. Charges and Payment.

- 3.1 **Ansley at Hart Road; 3266** shall pay **Waste Management of Texas, Inc.** for the Services provided by **Waste Management of Texas, Inc.** as outlined in the Scope of Work and in accordance with the schedule of charges indicated in Exhibit A. Service days are dependent on the contracted service as indicated on Exhibit A. In the event extra collections are requested by the Property, **Waste Management of Texas, Inc.** will charge the Property schedule of charges indicated in Exhibit A, which is the same rate that was used to figure the base rate. Roll offs (temporary and/or permanent) will be charged Haul/Pull plus per tonnage disposal, and will not be charged any delivery, relocation or rental fees. In no event shall the Rate, be subject to an increase. All fees and charges shall be fixed for the first 1 year(s). There shall be no line charges for fuel or energy surcharges. Any increase in rate, other fees & charges during the years two, three, four and five, until such time as either party provides the other with thirty (30) days written notice to terminate the Agreement shall be submitted prior to the anniversary date of the contract along with proper documentation of said increase and will be implemented only once per year on the anniversary date of this contract. For accounts that are charged as a flat rate, increases shall not exceed (See Exhibit A). In the event that the landfill imposes a change in its rates, no more than 30% of such rate increases or decreases will be reflected in the monthly charges provided for under this Agreement and only upon. **Waste Management of Texas, Inc.** providing appropriate documentation for the landfill evidencing such change. For accounts that are charged as transportation plus disposal, increases will be limited to 3.00% per haul. No additional charges will be permitted during the course of the year. If an unscheduled price increase is imposed without written approval by both parties, payment of any

such increased invoice does not waive any rights either party possesses under the terms of this Agreement. Increases or decreases in service levels do not require newly signed agreements and must stay at the same cubic yardage rate and/or tonnage rate used to figure the base rate

- 3.2 **Waste Management of Texas, Inc.** shall on a monthly basis provide an invoice to Refuse Specialists and not the Property. **Ansley at Hart Road; 3266** shall make payment to **Waste Management of Texas, Inc.** for the amounts properly due hereunder within forty-five (45) days after receipt of such invoice. Each said invoice shall be sufficiently detailed to allow **Ansley at Hart Road; 3266** to identify the Services provided and the amounts due for the Property. In the event of non-payment, **Waste Management of Texas, Inc.** must notify the property and the management company in writing fifteen (15) days prior to the date it is to be put on stop service. The agreement is between **Waste Management of Texas, Inc.** and **Ansley at Hart Road; 3266**. Refuse Specialists merely audits hauler invoices and is not responsible for payment.

3. Service & Performance.

- 4.1 **Waste Management of Texas, Inc.** warrants that all Equipment (defined in the Scope of Work) in connection with its performance under this Agreement will be of good quality and suitable for the purpose and that all labor will be performed in a good, competent and workmanlike manner. **Waste Management of Texas, Inc.** agrees to provide, at all times, a sufficient number of qualified persons to perform the Services required under this Agreement. All persons working under the direction of **Waste Management of Texas, Inc.** shall be employees of **Waste Management of Texas, Inc.** and not of **Ansley at Hart Road; 3266**, and **Waste Management of Texas, Inc.** shall be solely liable to such employees for their wages and benefits. **Waste Management of Texas, Inc.** shall, at **Ansley at Hart Road; 3266**'s request, promptly remove from the Property any of **Waste Management of Texas, Inc.**'s employees who are not acceptable to **Ansley at Hart Road; 3266**, as a result of behavior that is disruptive to Property operations, or residents or **Ansley at Hart Road; 3266** employee safety, whether such behavior occurs in the course of providing Services or outside of the provision of Services. **Waste Management of Texas, Inc.** shall conduct its labor employment practices, policies and procedures in compliance with all applicable laws, regulations and ordinances. **Waste Management of Texas, Inc.** shall comply with EEOC requirements in hiring and employment of its employees.
- 4.2 **Waste Management of Texas, Inc.** agrees that all labor and items used in the performance of the Services will meet the requirements of all governmental authorities. All Services to be performed by **Waste Management of Texas, Inc.** shall be performed in a safe, professional and competent manner and in accordance with all applicable laws, ordinances, rules, regulations, codes, requirements and the like. Evidence of such compliance shall be supplied to **Ansley at Hart Road; 3266** at its request. **Waste Management of Texas, Inc.** will perform the Services at such times as are set forth in the Scope of Work and in such a manner so as to minimize any interference, annoyance or disruption to the operation of the Property, residents of the Property and **Ansley at Hart Road; 3266**'s employees, agents, subcontractors, and suppliers. **Waste Management of Texas, Inc.** shall take all necessary steps to secure the Equipment and materials used in connection with the Services, to protect said Equipment and to prevent the creation of an attractive nuisance.
- 4.3 **Waste Management of Texas, Inc.** shall provide at all times competent, adequate and knowledgeable supervision of all Services to be performed at the Property.
- 4.4 **Waste Management of Texas, Inc.** shall not utilize a subcontractor to provide services under this Agreement. **Ansley at Hart**

Road; 3266 may terminate the lease at the Property if **Waste Management of Texas, Inc.** utilizes a subcontractor, by providing **Waste Management of Texas, Inc.** with a written "Termination Notice" (as defined in Section 5.3 below) which will include the date on which **Waste Management of Texas, Inc.** (or its subcontractor) is required to remove the Equipment from the Property. **Waste Management of Texas, Inc.** will, on the termination date, remove all Equipment from the applicable Property.

4. Termination.

- 5.1 In the event that **Waste Management of Texas, Inc.** fails to comply with any provisions of this Agreement at the Property, and such failure is not cured within forty-eight (48) hours after receipt of written notice thereof, **Ansley at Hart Road; 3266** may terminate this Agreement, without any penalty or consequence whatsoever, at such Property upon written notice to **Waste Management of Texas, Inc.** **Ansley at Hart Road; 3266** shall have sole discretion to determine whether or not such has been cured.
- 5.2 **Waste Management of Texas, Inc.** shall not be deemed to be in breach as a result of failure to make scheduled collection at any Property on any designated day, unless **Waste Management of Texas, Inc.** fails to make such missed collection within the next business day. If, **Waste Management of Texas, Inc.** fails to make three (3) scheduled collections at a Property, and after receipt of written notice thereof, **Waste Management of Texas, Inc.** shall be considered in breach of this Agreement at said Property as of the day of said third failure, and **Ansley at Hart Road; 3266** may immediately terminate this Agreement at such Property upon written notice to **Waste Management of Texas, Inc.** .
- 5.3 In event of termination, **Ansley at Hart Road; 3266** will provide **Waste Management of Texas, Inc.** with a written Termination Notice, which will include the date on which **Waste Management of Texas, Inc.** is required to remove the Equipment from the Property. **Waste Management of Texas, Inc.** will, on the termination date, remove all Equipment from the applicable Property. Any Equipment not removed from the Property within ten (10) days after the termination date set forth in **Ansley at Hart Road; 3266** Termination Notice will be deemed to have been abandoned by the **Waste Management of Texas, Inc.** and will become the property of the **Ansley at Hart Road; 3266**.
- 5.4 If **Waste Management of Texas, Inc.** terminates this Agreement during the term of this Agreement for any reason, or if **Waste Management of Texas, Inc.**, fails or refuses for any reason to perform any services required of **Waste Management of Texas, Inc.**, under this Agreement in accordance with the terms of this Agreement, then **Waste Management of Texas, Inc.**, shall immediately pay to **Ansley at Hart Road; 3266** a sum equal to three (3) months' worth of invoices, as liquidated damages for **Ansley at Hart Road; 3266**'s losses arising out of **Waste Management of Texas, Inc.**'s wrongful termination of failure to perform and not as a penalty.
- 5.5 This Agreement may be canceled with 30 days written notice for unacceptable service. However, once the initial complaint has been made, and **Waste Management of Texas, Inc.** has been contacted by Property, **Waste Management of Texas, Inc.** has 48 hours to correct the service problem to the satisfaction of **Ansley at Hart Road; 3266**. **Ansley at Hart Road; 3266** shall have sole discretion for determining whether or not service has become satisfactory.

- 5.6 If any municipality provides waste collection services less expensive than **Waste Management of Texas, Inc.**, the Property may change to city service and this Agreement will be terminated with no further obligations owing from either party.
- 5.7 Upon the anticipated sale of the Property by the Owner of the Property, the Owner of Property shall have the right to terminate this Agreement upon written notice to the Vendor and the Agreement shall be deemed terminated as of the date set forth in Owner's termination notice.

5. Risk of Loss and Insurance.

At all times during the term of this Agreement, **Waste Management of Texas, Inc.** shall maintain in full force and effect, at **Waste Management of Texas, Inc.** 's expense, the following insurance, with the parties identified on the respective Property Exhibits named as additional insured: (i) Workers' Compensation and Employer's Liability insurance as required by applicable law covering **Waste Management of Texas, Inc.** 's personnel; (ii) Commercial General Liability insurance (occurrence form), including personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate; and (iii) Business Automobile Liability insurance, including bodily injury and property damage coverage, with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident. All such policies of insurance shall be in form and with insurers both satisfactory to **Ansley at Hart Road; 3266** and with a minimum A.M. best rating of A-, shall require the insurer to give the applicable **Ansley at Hart Road; 3266** at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the respective interests of the additional insured shall not be impaired or invalidated by any act or omission of **Waste Management of Texas, Inc.** or its principals, employees, contractors or agents (collectively, the "**Waste Management of Texas, Inc.** Related Parties"). Upon execution of this Agreement, and thereafter from time to time upon request by **Ansley at Hart Road; 3266**, **Waste Management of Texas, Inc.** shall provide **Ansley at Hart Road; 3266** with certificates evidencing such insurance.

6. Indemnification

To the extent permitted by law, the **Waste Management of Texas, Inc.**, will indemnify, defend and hold **Ansley at Hart Road; 3266**, the owners of the Property, their respective related and affiliated entities and each of their respective members, principals, beneficiaries, partners, officers, trustees, directors, employees, mortgagee(s) (if any) and agents, and the respective principals and members of any such agents, (collectively the **Ansley at Hart Road; 3266** Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by, or asserted against **Ansley at Hart Road; 3266** or any of the **Ansley at Hart Road; 3266** Related Parties and arising, directly or indirectly, out of or in connection with the acts or omissions of **Waste Management of Texas, Inc.** or any of its agents, servants, contractors, employees, licensees or invitees.

7. Compliance with Laws

Waste Management of Texas, Inc., will comply with all laws, ordinances, rules and regulations and agrees to obtain all permits pertaining to the performance of the Services. **Ansley at Hart Road; 3266** will comply with all laws, ordinances, rules and regulations and agrees to obtain all permits pertaining to the physical structure of the Property. This agreement shall be construed and enforced in accordance with the laws of the State of MS.

8. Payment of Taxes.

Waste Management of Texas, Inc. will promptly pay when due all taxes, assessments, license fees, and other charges assessed as a result of its performance of the Service hereunder.

9. Authority.

The persons executing this Agreement on behalf of both **Waste Management of Texas, Inc.** and **Ansley at Hart Road; 3266** have full and express

authority to execute the same on behalf of the parties hereto.

10. No Waiver.

One or more waivers of any covenant or condition by **Ansley at Hart Road; 3266** or **Waste Management of Texas, Inc.**, shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver or exercise of any legal right hereunder shall not be construed as a waiver of any other action or right **Ansley at Hart Road; 3266** LLC or **Waste Management of Texas, Inc.** may have pursuant to the terms of this Agreement.

11. Damages.

Waste Management of Texas, Inc. and **Ansley at Hart Road; 3266** shall have the right to all legal and equitable remedies and actions.

12. Notices.

All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, by facsimile transmission, or by overnight courier (such as Federal Express), addressed to the notice addresses set forth below the signatures lines on this Agreement. All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 14.

13. Assignment.

Upon the sale, transfer, or termination of business operations by the retail operator at a designated location **Ansley at Hart Road; 3266** may, in its sole discretion, (i) terminate this Agreement upon written notice to **Waste Management of Texas, Inc.**, as it relates to such Property, or (ii) assign this Agreement, as it relates to such Property, to the subsequent owner or manager of the Property, or business owner contained there on with the consent of **Waste Management of Texas, Inc.**. Neither this Agreement, nor any of **Waste Management of Texas, Inc.**'s obligations under this Agreement shall be assignable by **Waste Management of Texas, Inc.** without the prior written consent of **Ansley at Hart Road; 3266**.

14. Attorney Fees.

If either party hereto commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and receive from the losing party reasonable attorneys' fees and costs of suit.

15. Severability.

If any part of this Agreement is found to be invalid or unenforceable, then that part of the Agreement will not affect the validity or enforceability of the remainder of this Agreement in any way.

16. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered, shall be deemed to be an original, but together, shall constitute one and the same instrument.

17. Relationship.

Waste Management of Texas, Inc. acknowledges and agrees that it is an independent contractor. **Waste Management of Texas, Inc.** shall not be construed as an agent, joint venturer or partner of any of **Ansley at Hart Road; 3266**, and shall not have the power to bind or obligate any of **Ansley at Hart Road; 3266** LLC in any manner or under any circumstances whatsoever.

18. Entire Agreement.

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in a written document signed by **Waste Management of Texas, Inc.** and the **Ansley at Hart Road; 3266**.

19. Gender and Number.

Any references in this Agreement to any gender, whether masculine, feminine or neuter, also include the other genders. Wherever used herein, the singular includes the plural, and vice versa, unless the context otherwise requires.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the date and year written below.

Waste Management of Texas, Inc.

Signature:

Name:

Title:

Date :

Address for notices :

Waste Management of Texas, Inc.
1901 Afton St 1901 Afton St
Akron, AL 35441

Ansley at Hart Road; 3266

Signature:

Name:

Title:

Date:

Address for notices:

Refuse Specialists, LLC
400 West Ventura Blvd, Suite 200
Camarillo, CA 93010
(805) 482-5895

Schedule 1

WASTE REMOVAL SERVICE SCOPE OF WORK

SCOPE OF WORK:

Waste Management of Texas, Inc. shall, pursuant to the terms of the Agreement and this Schedule 1, collect, transport, dispose of and, at **Waste Management of Texas, Inc.** 's option, recycle, Waste Material (as defined below), at each Property. The Waste Material to be collected, transported, disposed of or recycled pursuant to this Agreement is all solid waste (including recyclable materials) generated by each Property at which **Waste Management of Texas, Inc.** provides Services hereunder including municipal solid waste, construction waste and bulk waste (collectively, the "Waste Material"). Waste Material specifically excludes radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biomedical, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste").

STATEMENT OF WORK:

Waste Management of Texas, Inc. will provide all necessary approvals, permits, material, Equipment (defined below) and labor to properly perform the Services described in the Agreement and this Schedule 1. If so required, **Waste Management of Texas, Inc.** shall provide a valid license to perform Services in any municipality where Services are contracted.

DESCRIPTION OF SERVICES:

I. General Conditions.

1. All Waste Material collection at each Property shall be performed between 7 a.m. and 6 p.m. **Waste Management of Texas, Inc.** may deviate from this schedule only by permission of the Property Manager. These deviations shall be requested in writing and if approved, signed by the Property Manager
2. **Waste Management of Texas, Inc.** shall keep all Equipment in good repair. For any containers that are replaced, replacements shall be new or newly painted with "ease of use" access through container doors and/or lids. Each new container shall also include **Waste Management of Texas, Inc.'s** logo and business phone number
3. **Waste Management of Texas, Inc.'s employees** shall be fully clothed in a professional manner. Such employees shall not play radios, tapes, etc. that are disturbing to residents and shall use only approved restroom facilities. Such employees shall not consume alcoholic beverages or engage in illegal drug use before or during the business day either on or off the Property.
4. Consent or approval required by any party hereto, as set forth in the Agreement or this Schedule I shall not be unreasonably withheld or delayed

II. Equipment

1. "Equipment" is defined as the containers used to collect, transport, dispose of, and recycle collected Waste Material
2. Unless otherwise set forth herein, all Equipment furnished by **Waste Management of Texas, Inc.** shall remain the property of **Waste Management of Texas, Inc.. Ansley at Hart Road; 3266** LLC shall not modify the Equipment or use it for any purpose other than the purposes set forth herein
3. (**Ansley at Hart Road; 3266** Eagles Trail) LLC shall grant unobstructed access to the Equipment on the scheduled day of collections. Except as may be required on a temporary basis for **Ansley at Hart Road; 3266** normal business operations, **Ansley at Hart Road; 3266** will not move or alter the Equipment and will take reasonable precautions to prevent overloading the Equipment by weight or volume. **Ansley at Hart Road; 3266** will reimburse **Waste Management of Texas, Inc.** for any damage to Equipment caused directly by **Ansley at Hart Road; 3266** or its agents or employees. Property is not responsible for payment of any containers that may be set on fire, damaged or destroyed by unrelated parties
4. **Waste Management of Texas, Inc.** will not be responsible to **Ansley at Hart Road; 3266** for damages to parking lots and other driving surfaces (with the exception of curbs and sidewalks) resulting from the weight of **Waste Management of Texas, Inc.'s** vehicles or the Equipment
5. All containers that are damaged or deteriorating must be changed out within five (5) days
6. Property's containers must be placed inside corral at all times (if applicable)
7. Steam cleaning of containers is done once a year at no cost. Additional requests for steam cleaning are done at a cost of \$25.00 per container

III. Service

1. If the Equipment is inaccessible, such that the regularly scheduled collection cannot be made, **Waste Management of Texas, Inc.** will promptly notify the Property office and afford a reasonable opportunity for **Ansley at Hart Road; 3266** to provide access
2. **Waste Management of Texas, Inc.** shall remove Waste Material from Properties based on each Property's need as determined by **Ansley at Hart Road; 3266**
3. Trash that may fall from a container or truck in the process of being removed from the Property shall be picked up by **Waste Management of Texas, Inc.**
4. For roll-off service, **Waste Management of Texas, Inc.** agrees to pick-up the container within four (4) hours of initial call.

IV. Trash Compactor Service

For roll-off/compactor service, **Waste Management of Texas, Inc.** agrees to pick-up the container within four (4) hours of initial call.

V. Extra Collections.

1. **Waste Management of Texas, Inc.** shall provide extra collections of bulk and/or construction debris as needed. When these extra collections are required, an authorized agent, see Exhibit B, will contact the local **Waste Management of Texas, Inc.** business office to arrange for additional containers and container collection. **Waste Management of Texas, Inc.** must leave a receipt for the extra collection that indicates the amount of excess Waste Materials collected, the charges associated with such extra collection, and the date of the extra collection. Under no circumstances will **Ansley at Hart Road; 3266** LLC pay for extra pick-ups called in by any person not on the provided list.
2. Typical bulk and/or construction debris generated by **Ansley at Hart Road; 3266** LLC which will result in such extra collections include, but are not be limited to, chairs, tables, white goods, desks, roofing materials, wood siding, aluminum siding, vinyl siding, drywall, counter tops, etc.
3. The charges assessed by **Waste Management of Texas, Inc.** for such extra collections, shall be charged per the terms of this Agreement.
4. Where applicable, "roll off" containers may be loaded with bulk and construction debris. (**Ansley at Hart Road; 3266**) LLC agrees to notify **Waste Management of Texas, Inc.** of the volume and type of bulk and construction debris being disposed of and to follow loading instructions provided to **Ansley at Hart Road; 3266** by **Waste Management of Texas, Inc..**
5. **Waste Management of Texas, Inc.** shall position all containers for additional collections so that they do not block any driveways, streets, parking places or walkways, unless otherwise directed by **Ansley at Hart Road; 3266** LLC site personnel. Additionally, all such containers for disposal of bulk and construction debris shall be placed within any containment fencing that may be provided.

Waste Management of Texas, Inc.,

Initials: _____

Date : _____

Ansley at Hart Road; 3266

Initials: _____

Date: _____

Address for notices :

Waste Management of Texas, Inc.
1901 Afton St 1901 Afton St
Akron, AL 35441

Address for notices:

Refuse Specialists, LLC
400 West Ventura Blvd, Suite 200
Camarillo, CA 93010
(805) 482-5895

Exhibit A

****Monthly Service and Metro Tax (if any) must be billed as two separate line items****

Name:

Account #:

Service Level/Pricing
Solid Waste - Recycling -
Misc:

Ansley at Hart Road; 3266
Hyderabad 20000 India
Albertville, TNG 35950

Hauler's Description	Billing Type	Quantity	Frequency	On	(\$)/Item	Total(\$)
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Exhibit B

Persons approved to call in for an increase or decrease in service, or for any extra pick-up:

1. Refuse Specialists
2. Ansley at Hart Road; 3266
3. _____
4. _____
5. _____