



WASTE CONNECTIONS INC.
Connect with the future

CUSTOMER SERVICE AGREEMENT

Waste Connections of Florida

Altamonte Springs Hauling
1099 Miller Drive

Altamonte Springs, Florida 32701

Phone: 407-261-5000 Fax: 407-831-3054

Account No:

131941

SHE No: RECEIVED

P.O.#:

Reason Code:

JUN 26 2017

LEGAL COMPANY NAME ("CUSTOMER")-INVOICE TO

SERVICE ADDRESS SITE

Bonita Fountains Property Group

The Club at Millenia

BILLING ADDRESS

5826 PGA Blvd

5826 PGA Blvd

Orlando

FL

CITY

STATE

ZIP

Orlando

FL

CITY

STATE

ZIP

BILLING CONTACT PERSON

BILLING PHONE

BILLING EMAIL

SITE CONTACT

SITE PHONE

SITE EMAIL

NEWSCHEDULE OF SERVICE								SERVICE START DATE: 6-24-17	
Service No.	Qty	Container Size	Material Type	Service Frequency	Monthly Service Charge	Extra Lift Charge	Container Charge	Per Haul Charge	Disposal Charge Per Ton
1-1	1	30	all	2x wk-w/fr			325	126.51	36.50
1-2	1	30	all	EOW_WED			325	126.51	36.50
		Bulk		1x wk-Tu			350		

OLD SCHEDULE OF SERVICE								TAX JURISDICTION:	
Service No.	Qty	Container Size	Material Type	Service Frequency	Monthly Service Charge	Extra Lift Charge	Container Charge	Per Haul Charge	Disposal Charge Per Ton
1-1	1	30	all	2xwk			325	126.51	36.50
1-2	1	30	all	oc			325	126.51	36.50
		Bulk		EOW_TU			275		

THE CUSTOMER AGREES THAT WASTE CONNECTIONS SHALL HAVE THE RIGHT TO ADD A SURCHARGE TO THE CUSTOMER INVOICE OR INCREASE THE RATES HEREIN IF THE CUSTOMER'S WASTE MATERIALS EXCEED AN ESTIMATED AVERAGE WEIGHT OF 85 LBS. PER CUBIC YARD. SEE ALSO SECTION 6 REGARDING RATE ADJUSTMENTS.

STANDARD CHARGES: Delivery \$150.00 EA Removal \$150.00 EA Relocation \$75.00 EA Exchange \$150.00 EA Locks/Casters \$15.00 MO/Per Item, per container Franchise Fee:

Please refer to a Pricing Policy at www.progressivewaste.com/en/business/pricing-policy for a description of our (i) fuel surcharge; (ii) environmental fee; (iii) administrative fee; and (iv) container and exchange fees, and how each fee is calculated and shown on your invoice.

THIS IS A LEGALLY BINDING AGREEMENT, SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BELOW, ON THE REVERSE SIDE, AND THE PRICING POLICY ON OUR WEBSITE.

ADDITIONAL COMMENTS:

+ E/A Exempt

Waste Connections:

CUSTOMER:

(Waste Connections Signature)

(Customer Authorized Signature)

I have the authority to bind the company and understand the Terms and Conditions described herein)

(Print First/Last Name and Title)

(Print First/Last Name and Title)

David Dion

DATE: (Mo/Day/Yr)

6-23-17

DATE: (Mo/Day/Yr)

6-26-17

Sales Rep	Credit Approval	Credit Limit	Suspendible	Contract Approval	Entered By	Date
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SERVICE AGREEMENT-TERMS AND CONDITIONS

This agreement shall be effective and binding on the parties as of the date of last signature above

ENTERED

(1) **SERVICES RENDERED**-Waste Connections of Florida ("Waste Connections") agrees to furnish the Waste Services and Equipment (each as defined below) and the Customer agrees to make the payments and abide by the Terms and Conditions described herein.

Customer agrees that as of and from the date that service begins, Waste Connections shall have sole and exclusive right to provide waste collection (including organics waste collection), recycling, processing and/or disposal services to customer as described on the first page of this Agreement and as may be needed from time to time by Customer during the Term (collectively, the "Waste Services"). For greater certainty, the Customer hereby represents and warrants to Waste Connections that it has no existing agreements with other companies or entities for the provision of Waste Services at the time of service commencement with Waste Connections or at any other time during the term, and hereby agrees to hold Waste Connections harmless from any claims, losses or damages resulting from any actions regarding any such contracts.

(2) **TERM**- This Agreement is for a term commencing on the Service Start Date and shall continue for a period of five (5) years thereafter (the "Initial Term"). It shall be renewed for successive five (5) year terms without further action by the parties (each a "Renewal Term" and together with the Initial Term, the "Term"). This Agreement may be terminated at the end of any five (5) year period by either party by providing written notice to the other party (via certified mail) not less than ninety (90) days or more than one hundred eighty (180) days before the end of the then current Term. The notice shall be given, as applicable, by Customer to Waste Connections at Waste Connection's address for service and to Customer at Customer's billing address, as noted on the first page of this Agreement.

If the Customer's service addresses is located within the corporate limits of the corporate limits of the City of Orlando or any other municipality or county having an enforceable restriction of the maximum term of a solid waste agreement, the term of the solid waste hauling portion of this Agreement shall be reduced to the maximum term allowed by the enforceable restriction. Additionally, if any such enforceable restriction as in the City of Orlando precludes or limits automatic renewals with regard to solid waste hauling agreements, the automatic renewal provided for in this section, as to the solid waste hauling portion of this agreement only, shall be amended to comply with the enforceable restriction. The existence of an enforceable restriction with regard to solid waste hauling agreements shall in no way affect the recycling and equipment portions of this Agreement, including, without limitation, the five year Initial Term and automatic renewals.

1-ORIGINAL

Please see reverse

- (3) **EQUIPMENT** - Customer acknowledges and agrees that all Equipment furnished hereunder by Waste Connections shall remain the property of Waste Connections. The word "Equipment" as used herein shall mean all containers used for the storage of Waste Material (as defined below) including without limitation all stationary compaction units, stationary baling units, Waste Material loading devices, tanks, tankers and such other on site equipment or devices as may be specified on the first page of the Agreement. Waste Connections reserves the right to substitute the Equipment for similar Equipment at any time during the Term.

Except where Waste Connections is handling the Equipment for the purpose of servicing or collecting Waste Material, Customer acknowledges that it has care, custody and control of the Equipment while at the Customer's location and accepts responsibility for all loss or damage to the Equipment (other than for normal wear and tear). Customer will not move, remove, authorize or permit a third party to move or remove or alter the Equipment, without the written consent of Waste Connections. Customer also agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its intended purpose. Customer agrees to indemnify and hold harmless Waste Connections against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the Equipment.

The Customer agrees to keep the waste storage site and its surroundings clean including the removal of snow and ice (where applicable); not to overload the containers (by weight or volume); and to pick up all Waste Material that could fall when the containers are handled by Waste Connections. Containers and Waste Material shall be accessible to Waste Connections vehicles at all times; otherwise, waste material may not be collected; however, the Customer may still be charged. Waste Connections reserves the right to charge the Customer an "extra pick-up" fee for any additional collection service required due to the Customer's failure to provide such access or for overloaded containers.

At the termination or expiration of this Agreement, Customer will make the Equipment available for pick up by Waste Connections in the condition in which it was provided, normal wear and tear excepted.

- (4) **WASTE MATERIAL** - "Waste Material" means non-hazardous solid and recyclable waste generated by Customer. Waste Material does not include radioactive, volatile, corrosive, highly flammable, explosive, bio-medical, infectious, toxic or hazardous material ("Excluded Waste"). The term "hazardous material" shall include, but not be limited to, any waste (regardless of amount) listed or characterized as hazardous by any applicable law. Waste Connections shall acquire title to and ownership of the Waste Material when it is loaded into Waste Connections' trucks. Title and liability for any Excluded Waste shall remain with Customer, including where such waste is inadvertently picked up by Waste Connections, and Customer expressly agrees to defend, indemnify and hold harmless Waste Connections from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.
- (5) **PAYMENTS** - Customer shall pay Waste Connections for the Waste Services and/or Equipment furnished by Waste Connections in accordance with the charges and rates provided for herein plus all taxes (including sales, use and service taxes), fees and other charges imposed by applicable laws and regulations upon the collection, transportation and/or disposal of Waste Material. The Customer shall also be responsible for paying any and all fuel surcharges, environmental and regulatory charges, container and exchange fees, administrative fees and any other fees associated with the Waste Services in accordance with Waste Connections' Pricing Policy (the "Pricing Policy"), which may be found at www.progressivewaste.com/en/business/pricing-policy. The Customer understands and agrees that Waste Connections may update its Pricing Policy from time to time. Any such changes shall be posted on Waste Connections' website at www.progressivewaste.com. The Customer shall receive notice that a change has occurred via its next invoice.

Payment shall be made by Customer to Waste Connections within thirty (30) days of the date of an invoice from Waste Connections. Neither Waste Connections nor Customer may challenge, dispute or amend an invoice more than six (6) months after the date it was issued by Waste Connections to Customer.

Customer agrees that Waste Connections may impose and Customer agrees to pay a late fee for all past due payments provided such late fee shall not exceed the maximum rate allowed by applicable law. In addition to the foregoing, where the Customer repeatedly fails to timely pay its invoices, Waste Connections may, in addition to any other remedy it has pursuant to this Agreement and/or as law, terminate this Agreement or suspend services until the Customer's account has been paid in full. The Customer acknowledges that where Waste Connections elects to suspend service, the Customer shall continue to be billed for any recurring fees during the Term of this Agreement.

- (6) **RATE ADJUSTMENTS** - Waste Connections reserves the right to adjust the rates hereunder (including by way of a surcharge) effective immediately and without notice based on any of the following factors (either individually or in any combination): (i) there has been an increase in Waste Connections' (a) labor costs; (b) disposal costs; (c) insurance costs; or (d) transportation costs resulting from a change in the location of disposal facilities; (ii) there has been a change in the composition of Customer's Waste Material or a change in the market price of commodity values associated with Recyclable Waste Material; (iii) the Customer's Waste Material exceeds an estimated average weight of 85 lbs per cubic yard; (iv) there has been a change in local, state or federal laws or regulations or there has been an imposition of taxes, fees or other governmental charges assessed or passed through to Waste Connections (excluding income or real property taxes); or (v) there has been an increase (over the previous 12 months from each anniversary date of the Agreement) in either (x) the water and sewer and trash collection services category of the Consumer Price Index for all Urban Consumers; or (y) the Consumer Price Index for all Urban Consumers, all as published by the United States Department of Labor - Bureau of Labor Statistics (with respect to this factor, if both indices have increased in the same 12 month period, Waste Connections will raise the rate based on the higher of the two indices). The Customer also agrees that Waste Connections may increase the frequency of collection and corresponding charges to ensure compliance with regulations concerning the weight of its vehicles. The rates shall be adjusted to permit Waste Connections to maintain a reasonable profit on Customer's account, after giving effect to increases in Waste Connections' direct and indirect operating costs as a result of the increases and changes described above. For greater certainty, the rates described herein do not include one-time charges that may be imposed by Waste Connections and which charges are ancillary to the performance of the Waste Services provided that Waste Connections has provided notice to the Customer of any such charges (either orally or in writing).

Where the circumstances described above do not apply, Waste Connections may also upon written notice to Customer adjust the rates herein and which adjustment shall be effective on the date specified in the notice. Notice from Waste Connections may be either on an invoice or by separate notification given on or before the effective date of the adjustment. The Customer shall have the opportunity to object to such price increase by providing written notice of such objection via certified mail to the Waste Connections location noted on the first page of this Agreement. However, if the Customer does not so object to such increase within fifteen (15) days after the effective date of the adjustment, this Agreement shall be deemed to be amended to reflect the increased rate. If Customer gives written notice of objection as provided above, this Agreement shall continue at the previous charges or rates, but Waste Connections may at any time thereafter terminate this Agreement by giving Customer thirty (30) days prior written notice.

Items marked with an "*" on the front page are guaranteed for 90 days from the Service Effective Date and are not subject to the pricing provisions already described in this paragraph. Prices marked with an "*" may be increased by Waste Connections based on the availability and demand for its vehicles, services and equipment, provided, however, Customer receives notice (either verbally or in writing) of any change in pricing prior to receiving a service or item of equipment from Waste Connections in respect of such "*" items.

- (7) **RELOCATION OF BUSINESS** - In the event that Customer relocates its business to another area serviced by Waste Connections, Customer shall notify Waste Connections and such relocation shall not affect the validity of this Agreement, as long as Waste Connections agrees to continue providing Waste Services to Customer.
- (8) **CHANGES** - The type, size and amount of Equipment, location of where Waste Services are to be provided, the frequency of the Waste Services, and corresponding rates may be changed by the parties (other than as described herein), either in writing or by the conduct of the parties, without affecting the validity of this Agreement.

Furthermore, the parties understand and agree that where they enter into a new written agreement which results in a change to the existing set of Waste Services, the terms and conditions of such other new written agreement shall prevail over any other agreement between the parties including, but not limited to, the Term (length) of the Agreement.

- (9) **DAMAGE TO PAVEMENT** - Customer warrants that any right of way provided by Customer from Waste Connections' Equipment location to the most convenient public way is sufficient to bear the weight of all of Waste Connections' Equipment and vehicles reasonably required to perform the Waste Services. Furthermore, Waste Connections shall not be responsible for any damage to any private pavement or accompanying sub-surface on any route reasonably necessary to perform the Waste Services and Customer assumes all liabilities for damage to such pavement or sub-surface.
- (10) **INDEMNITY** - Customer agrees to indemnify, defend and hold Waste Connections harmless from and against any and all claims, losses, damages, causes of action (including reasonable attorney fees) which Waste Connections may be responsible for or pay out as a result of bodily injury (including death), property damage, or any violation or alleged violation of law arising out of or resulting from (i) Customer's breach of this agreement or (ii) by any action or omission of Customer or its employees, agents or contractors.
- (11) **FAILURE TO PERFORM BY CUSTOMER** - Customer will be considered in breach of this Agreement if it: (1) fails to pay service fees as set forth in this Agreement; (2) attempts to terminate this Agreement without prior written consent as set forth in this Agreement; and/or (3) fails to comply with any of its obligations set forth in this Agreement. In the event Customer terminates this Agreement, other than as provided herein, Customer agrees to pay Waste Connections in addition to all amounts due for Services rendered to the date of termination, as liquidated damages an amount equal to the sum of Customer's monthly billings for the most recent six (6) months (inclusive of applicable taxes and fees) or, if Customer has not received services hereunder or has been serviced for less than six months, the amount of the Customer's bill or projected bill for the first month of service hereunder (inclusive of applicable taxes and fees) multiplied by six. The Customer acknowledges that the foregoing liquidated damages are reasonable in light of the anticipated loss to Waste Connections caused by the termination and are not imposed as a penalty. In the event Customer fails to pay Waste Connections all amounts which become due under this Agreement, or fails to perform its obligations hereunder and Waste Connections refers such matter to a lawyer, Customer agrees to pay, in addition to the amount due, Waste Connections' reasonable legal fees and disbursements. Customer acknowledges that this failure to perform provision will apply in the event of a sale of Customer's business if the new owner does not, with the consent of Waste Connections, assume Customer's obligations hereunder for the balance of the Term.

- (12) **FAILURE TO PERFORM BY PROGRESSIVE WASTE** - Customer shall provide Waste Connections with written notice of any problem which it believes constitutes a failure by Waste Connections to fully perform its obligations under this Agreement. Waste Connections will be considered in breach of this Agreement if it does not cure such problem in ten (10) business days after receiving such notice. Where Waste Connections determines, in its reasonable judgment, that the problem does not constitute a failure by Waste Connections to perform its obligations, or where such problem is beyond Waste Connections' reasonable control, Waste Connections shall not be obligated to cure such problem and this Agreement shall remain in full force.

- (13) **LIMITATION OF LIABILITY** - Waste Connections shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with the performance or non-performance of this Agreement. Furthermore and except where Waste Connections has acted with negligence or willful misconduct, Waste Connections' total aggregate liability with respect to any claim made under this Agreement shall in no event exceed the total amount of fees paid by Customer to Waste Connections in the twelve (12) months preceding such claim.

- (14) **RIGHT OF FIRST REFUSAL** - At any time during the Term, the Customer receives from an arm's length third party supplier a bona fide proposal (the "Third Party Offer") to provide services which are the same as or substantially the same as any or all of the Waste Services (the "Proposed Services") on terms substantially similar to those set out in this Agreement for the period after the termination of this Agreement, the Customer shall within five (5) business days disclose in writing the pricing and service terms (the "Proposed Terms") of the Third Party Offer to Waste Connections. The Customer shall not be required to disclose to Waste Connections the name of the third party supplier. The Customer shall not accept the Third Party Offer for the period of ten (10) business days following such disclosure to Waste Connections. Waste Connections shall have the right (but not the obligation) to submit a proposal to the Customer within such ten (10) business day period and, if the proposal submitted by Waste Connections matches the Proposed Terms of the Third Party Offer, the Customer shall accept the proposal submitted by Waste Connections. Waste Connections agrees that where the Customer has provided its notice of termination in accordance with the provisions of this Agreement, this Right of First Refusal shall not apply to any Third Party Offer received by the Customer after such notice of termination has been delivered to Waste Connections in accordance with the terms of this Agreement.

- (15) **FORCE MAJEURE** - Neither party hereto shall be liable (except for payment obligations) for its failure to perform or a delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, and Acts of God.

- (16) **COUNTERPARTS** - This Agreement may be executed in two or more counterparts, each of which shall together be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery, such signature shall create a valid and binding obligation of the party executing the Agreement with same force and effect as if such facsimile or email signature page were an original thereof.

- (17) **GENERAL PROVISIONS** - This Agreement represents the entire understanding and agreement between the parties and supersedes all prior agreements (if any), whether written or oral, between the parties for the Customer's service location on the front of this Agreement. If any conflicts exist in this Agreement between the terms which are printed and those which are handwritten, the handwritten language shall govern provided however that both parties have initialed any such change. Furthermore in the event of any conflict between this Agreement and any other agreement for the same services, including any purchase order, the terms of this Agreement shall prevail notwithstanding any provision in the other agreement which may specify otherwise. Waste Connections' failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. The indemnification and liquidated damages provisions contained herein shall survive the termination of this Agreement. Customer may not assign this Agreement, in whole or in part, without the written consent of Waste Connections. At the request of Customer, Waste Connections shall add Customer as an additional insured under its applicable policies of insurance, but subject to limits of coverage reasonably determined by Waste Connections. This Agreement is a contract legally binding on Waste Connections and Customer and their respective heirs, agents, successors and assigns, in accordance with the terms and conditions set out herein. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Services are to be provided.

Customer Initials **ABC**

Waste Connections Initials **WCS**