



SERVICE AGREEMENT
NON-HAZARDOUS WASTE

SERVICE TYPE
 NEW ACCOUNT
 RENEWAL SERVICE
 CHANGE

Account # 6755

Account Name 4th Moorings Condo Assoc.
 Service Address 1481 NE Miami Gardens Dr.
Miami FL 33179
 Tel # 954 983 1221 Cell # 954 515 9355
 Contact William Maldonado
 Email billm@amsfla.net

Billing Name _____
 Billing Address 9000 Sheridan St. #116
Pembroke Pines FL 33024
 Tel # 954 983 1221 Cell # _____
 Contact Sue Medina
 Email managementusa@hotmail.com

SERVICE/EQUIPMENT INFORMATION				SCHEDULE OF CHARGES				
Quantity	Container Capacity [Cu Yds]	Waste Type	Frequency	Per Pull	Per Ton	Extra Pick-Up	Equipment Maintenance Charge/Rental	Monthly Base Rate
1	2 YD	MSW	7X	\$	\$	\$	\$	\$409.19
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
Equipment Delivery Date: <u>Already on site</u>							TOTAL	\$470.56
Franchise Fees: <u>15%</u>								
Customer Comments:								
Container Requirements: Wheels <input checked="" type="checkbox"/> Lids <input checked="" type="checkbox"/> Locks Y/N								
Permit Fees								

Customer Acceptance and Agreement: Customer has reviewed, understands and accepts the specifications, prices, terms and conditions of this Agreement, including those stated on the reverse side of this page, which are incorporated herein and made a part hereof. The individual signing this agreement on behalf of Customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which go with the service levels attached herein and that he/she has the authority to sign on behalf of Customer.

This Agreement is for an initial term of Five ³ years from the effective date and it shall automatically renew thereafter for an additional Five (5) years unless terminated as set forth herein. Please see attached for Terms and Conditions of Services.

9/1/20 "Effective Date" 4th Moorings Condo Assoc.
 Customer: W. Maldonado - Prop Mgr Company: Coastal Waste & Recycling Inc.
 Authorized Signature: W. Maldonado Authorized Signature: Derek DeMello
 Print Name: W. Maldonado Print Name: Derek DeMello
 Title: Prop Mgr Date: 7/30/20 Title: Account Manager Date: 7/23/20
ON BEHALF OF M-5000-PROP.

Sales Admin: _____ Date: _____ Approval: _____ Date: _____
 Service Code: _____ Sales Trans. Code: _____ Scanned By: _____

Service Agreement Terms and Conditions

The following Terms & Conditions ("Terms") govern this Service Agreement (this "Agreement") between Coastal Waste & Recycling, Inc. ("Company") and the customer identified above ("Customer").

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment, personnel and services, to collect, transport, recycle and dispose of all of Customer's Waste Materials at the above listed Service Address (the "Services"). Customer represents and warrants that Waste Materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible Solid Waste, Construction and Demolition, and Recovered Materials generated by Customer at Customer's Service Address. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Company reserves the right to decline to accept for collection, transport, or disposal any waste which contains Excluded Materials and in the Company's judgment, it cannot dispose of in a lawful manner or without risk of harm to public health or the environment.

2. **TERM.** The initial term of this Agreement is Sixty (60) months from the Effective Date set forth herein ("Initial Term"). At the end of the Initial Term and any subsequent ("Renewal Term"), this Agreement shall automatically renew for an additional Renewal Term of Sixty (60) Months at the then current Service levels and applicable charges unless either party gives to the other party a written notice by certified mail of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then current term.

3. **SERVICE GUARANTEE.** If the Company fails to perform the Services within five business days of its receipt of a written demand from Customer (See Section 12 (e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the charges payable by the Customer hereunder for reasons other than set forth in Section 4 below, Customer shall have the right to terminate this agreement by certified written notice to the Company no later than 30 days after Company notifies Customer of such increase in charges in writing. If Customer so notifies Company of its termination of this agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within 15 days after Customer provides timely notification of termination. Absence of such termination, the increase changes shall be binding and enforceable against Customer under this Agreement for the remaining term.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services furnished by Company in accordance with this Service Agreement, as it may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the term for any changes or modifications to or differences between the actual equipment and services provided by Company to Customer. Company also reserves the right to charge Customer additional services whether requested or incurred by Customer, including, but not limited to, (a) container relocation or removal; (b) gate enclosure or roll-out services; (c) account reactivation; (d) extra pickups or trip charges; (e) container overflows; (f) equipment repair and maintenance; (g) any change in the composition of the Waste Materials or any contamination to the Recyclable Materials; (h) any increase in or other modifications to its fuel or environment cost recovery charges; (i) covering any increase in disposal and/or third party transportation costs; (j) covering increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, and natural disasters; and (k) increases in the Consumer Price Index ("CPI") for all Urban Consumers: Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics being measured from the Effective Date, or as applicable. Customers last based price increase date ("PL Date") Any increase in Charges enumerated in clauses (a) through (k) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees for any of the following: enclosure charge, services on high demand days, pull/push-out services, container relocation fee, or seasonal restart fee. In the event Company adjusts the Charges as provided in this Section 4, Customer and Company agree that this Agreement as so adjusted will continue in full force and effect for the remaining term.

Customer shall pay all invoiced Charges within thirty (30) days of the invoice date. In the event that Customer fails to pay Company when payment is due, Customer agrees to pay a one and one-half percent (1.5/2%) per month finance charge on all outstanding balances. Any Customer check returned for insufficient funds is subject to a non-sufficient fund charge. Customer agrees to pay a three and one-half percent (3.5%) processing fee for electronic and/or credit card payments. Customer acknowledges that any late charges charged by Company are not to be considered as interest on debt or a finance charge and are reasonable charges for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may terminate this agreement for default and recover any equipment and all monies owed hereunder, including liquidated damages under Section 7. The amount of any present or future sales, use, occupancy, excise, solid waste surcharge, or other federal, state, or local tax or surcharge which Company hereafter shall be obligated legally to pay or collect, either on its behalf or the behalf of the Customer or otherwise, with respect to the Services and material covered by this Agreement, shall be paid by the Customer.

5. **CHANGES.** Changes in the frequency of collection service schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties to this Agreement. Changes will be memorialized on subsequent invoicing after the change of Service is requested by the Customer.

6. **EQUIPMENT, ACCESS.** Customer shall have care, custody and control of containers and other equipment ("Equipment") owned by Company and placed at Customer's premises for use in connection with Services hereunder. Customer accepts liability for, and shall defend, indemnify and hold Company harmless from and against, all claims and losses, including those for property damage and bodily injury, arising from Customer's possession and use of said Equipment and its contents, except when Equipment is being physically handled by Company employees. Damage or loss to such Equipment, other than ordinary wear and tear, shall be charged to Customer at full replacement value, plus administrative and handling charges. The Equipment described herein shall remain the property of Company who shall be entitled to enter upon the Customer's property and remove the same. Customer shall provide unobstructed access to the Equipment on the scheduled collection day. Customer shall pay if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access to the Equipment. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of Services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's Equipment and vehicles.

7. **LIQUIDATED DAMAGES.** In the event of breach of this Agreement by Customer, Company shall be entitled to the following in addition to any and all other rights and remedies available under this Agreement or otherwise available at law or equity:

(a) in the event customer terminates this agreement prior to the expiration of any term for any reason other than a default by Company, Customer shall pay the Company the current monthly Charge multiplied by the amount of months remaining on the Initial Term or any Renewal Term plus any attorney fee which the Company should incur to enforce this Agreement.

(b) In addition, in the event Customer fails to pay Company any amounts due hereunder, or otherwise fails to perform this Agreement, and Company refers such matter to an attorney, Customer agrees to pay, in addition to other amounts adjudged due, any and all costs incurred by Company as a result of such action, including costs of court and, to the extent permitted by law, reasonable attorney's fees.

Customer acknowledges that the actual damage to Company in the event of breach is difficult to fix or prove, and the foregoing liquidated damage amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstance for any special, incidental or consequential damages arising out of or in connection with performance of the agreement.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by an affiliate of the Company provided, however that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company its affiliates, and their respective directors, shareholders, agents and representatives (collectively the "Indemnitees") harmless from and against any and all liability which the Company may be responsible from payout as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement. Without limitation, Customer shall defend, indemnify and hold harmless Company and its indemnitees from and against any Claim caused by or resulting from Customer's providing to Company any Excluded Materials.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives for a one-year period following the termination of this Agreement for any reason. Customer shall give Company prompt written notice of any such offer, including a copy of the offer, and a reasonable opportunity (at least ten (10) business days), to respond to it. If Customer fails to give such notice, Customer shall pay Company the average billing rate for the six (6) months prior to termination, multiplied by six (6), which Customer acknowledges is a reasonable estimate of the damages Company will suffer as a result of Customer's failure to provide Company the right of first refusal. Customer further acknowledges that damages resulting from Customer's breach of this provision would be difficult to fix or prove, and the foregoing liquidated damage amount is reasonable and commensurate with the anticipated loss to Company resulting from such failure and is an agreed upon fee and is not imposed as a penalty. The remedy provided in this paragraph is in addition to, and shall not be considered to replace, the remedies outlined above. Company shall not be liable under any circumstance for any special, incidental or consequential damages arising out of or in connection with performance of the Agreement.

10. **JURISDICTION; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws rules. The venue for all disputes arising hereunder shall be the state and federal courts located in Broward County in the State of Florida, and Customer expressly agrees to be subject to the personal jurisdiction of those courts. In the event of suit hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

11. **ASSIGNMENT CLAUSE.** This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns and personal representatives of the representative parties here to and the Customer here by consents to the assignment of this agreement by the Company to any successors or purchasers of the whole or any part of its business and consents to this assignment. If Customer changes its address(es), this agreement shall remain valid and enforceable with respect to Services rendered at new service location(s) if such location(s) is within the Company's service area.

12. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or government orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other prior agreements, whether written or oral, that may exist between the parties; (d) Except as otherwise provided, this Agreement may be amended or modified only by an instrument in writing signed by the parties to this Agreement. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision; (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested; (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement to give effect to the maximum extent allowed to the intent and meaning of the severed provision in the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorney's fees and court costs.

Customer Initials



SERVICE AGREEMENT
NON-HAZARDOUS WASTE

- SERVICE TYPE**
- NEW ACCOUNT
 - RENEWAL SERVICE
 - CHANGE

Account # _____

Account Name 4 Modeling Condo Ass.
 Service Address 1481 NE Miami Gardens
Miami FL
 Tel # 954-931-1222 Cell # 954-515-9355
 Contact William Maldonado
 Email management159@hotmail.com

Billing Name _____
 Billing Address 9000 Skeridan St #1106
Pembroke Pines FL 33134
 Tel # 954-275-1222 Cell # _____
 Contact William Maldonado
 Email _____

SERVICE/EQUIPMENT INFORMATION				SCHEDULE OF CHARGES				
Quantity	Container Capacity [Cu Yds]	Waste Type	Frequency	Per Pull	Per Ton	Extra Pick-Up	Equipment Maintenance Charge/Rental	Monthly Base Rate
1	20y	MSW	7XWK	\$	\$	\$	\$	\$523 ⁰⁰
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$
Equipment Delivery Date: <u>Container on site</u>							TOTAL	\$
Franchise Fees: <u>1500</u>								
Customer Comments:								
Container Requirements: Wheels <input checked="" type="checkbox"/> Lids <input checked="" type="checkbox"/> Locks <input checked="" type="checkbox"/>								
Permit Fees								

Customer Acceptance and Agreement: Customer has reviewed, understands and accepts the specifications, prices, terms and conditions of this Agreement, including those stated on the reverse side of this page, which are incorporated herein and made a part hereof. The individual signing this agreement on behalf of Customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which go with the service levels attached herein and that he/she has the authority to sign on behalf of Customer.

This Agreement is for an initial term of Five (5) years from the effective date and it shall automatically renew thereafter for an additional Five (5) years unless terminated as set forth herein. Please see attached for Terms and Conditions of Services.

12/22/20 Effective Date

Customer: William Maldonado
 Authorized Signature: [Signature]
 Print Name: W. Maldonado
 Title: Prop Mgr Date: 1/22/20
on behalf of M. J. PLS.

Company: Coastal Waste & Recycling Inc.
 Authorized Signature: [Signature]
 Print Name: RAFAEL FOR
 Title: Sales Date: 12/22/20

Sales Admin: _____ Date: _____ Approval: _____ Date: _____
 Service Code: _____ Sales Trans. Code: _____ Scanned By: _____

Coastal Waste & Recycling Inc.
 840 NW 33rd Street Pompano Beach, FL 33064



