

1. **SERVICE RENDERED; WASTE MATERIALS.** Customer grants Company the exclusive right to provide equipment and services to collect and dispose of and/or recycle all of Customer's Waste Materials for the full Term as set forth in Section 2. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which Company has approved in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit 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 any federal, state, or local laws or regulators, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times.

LOADING RESTRICTIONS. Customer must adhere to recommended safety precautions when loading container. This includes, but is not limited to, weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Customer shall not compact the contents of Company's container when loading it or after Waste Materials are placed in it. Service will not be rendered until these requirements are met.

2. **A. TERM (Permanent).** The initial term of this Agreement is sixty (60) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional periods of sixty (60) months each unless either party gives to the other party written notice of its intention to not renew at ninety (90) days prior to the end of the then-existing term.

B. TERM (Temporary). This agreement shall remain in force for the duration of the project.

For purposes of this Agreement, "Term" shall mean either the initial sixty (60) month term, any renewal term, or the term of the project, whichever the case may be.

3. **SERVICES GUARANTY.** If Company fails to perform the services described within ten (10) business days of its receipt of written demand from Customer, Customer may terminate this Agreement as provided in Section 9, with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted over the Term as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. Customer agrees that Company may increase the amounts charged for the services rendered under this Agreement to adjust for increases in the Consumer Price Index. Customer also agrees to pay liquidated damages of \$100.00 for every Customer waste tire that is found at the disposal facility. Because disposal, fuel, materials, and operations costs constitute a significant portion of the costs of the services provided, Customer agrees that Company may increase the amounts charged to account for increases in transportation costs due to changes in location of the disposal facility. Customer also agrees that Company may also increase the amounts charged to account for increases in the average weight per container yard of Waste Materials, increases in Company's costs due to changes in taxes, fees or other governmental charges assessed against or passed through to Company (other than income or real property taxes), whether those increases are directly or indirectly associated with Customer's specific account, and changes in the values associated with recyclable materials. Other pricing changes will be effective only with the consent of the Customer, either written or oral, with the other provisions of the Agreement remaining in full force and effect. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds. The Company may increase the charges to the Customer in the event that the weight of Customer's Waste Materials exceeds seventy-five (75) pounds per cubic yard.

5. **SERVICE ADDRESS CHANGE.** If Customer changes its service address during the Term, this Agreement shall remain valid and enforceable as to services rendered at Customer's new service location if such location is within Company's service area.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and to its contents while at Customer's location. Customer shall not compact, overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. 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. Company shall not be responsible for any damage to Customer's property, including

pavement, subsurface, 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. **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 (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Pro provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company 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 Customer's breach of this Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agent or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

8. **RIGHT OF FIRST REFUSAL.** Customer grants Company a right of first refusal as to any offer of services similar to those provided hereunder which Customer receives (or intends to make) upon completion of the Term of this Agreement. Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. Additionally, if Customer desires to recycle, Company has the right of first refusal as to that service.

9. **DEFAULT.** If, during the Term, either party shall materially breach any provision of this Agreement, the non-breaching party may provide written notice of such breach to the breaching party and demand the breaching party cure such breach within ten business (10) days. Upon any such failure to cure within the cure period provided herein, the non-breaching party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice. If the breach is non-payment by Customer, Company may elect to suspend services until the past due amounts have been paid, with this election being an additional remedy, not to the exclusion of the termination right described herein.

10. **ARBITRATION.** Customer agrees that, upon the request of Company, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to the Customer will be determined by binding arbitration that is conducted consistent with (but not through) the guidelines of the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award shall be final and binding and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. *In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury.* Within thirty (30) days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, to exclude it from this Agreement) by sending a written notice to Company by certified mail to Waste Pro USA, Inc., 2101 West SR 434, Suite 315, Attention Corporate Counsel, Longwood, FL 32779 stating that Customer wishes to opt out of this arbitration provision.

11. **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 or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment; and the affected party shall be excused from performance during the occurrence of such events; (b) The rights and obligations under this Agreement cannot be assigned or transferred by Customer, including assignment or transfer to a third party agent of Customer such as a property management company or broker, without the prior written consent of Company, which may be withheld in Company's sole and absolute discretion; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) 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. In the event Company successfully enforces its rights against Customer under this Agreement, Customer shall pay Company's attorneys' fees and costs.

_____ Customer Initials