



# Service Agreement

TEMPORARY  
 PERMANENT

A. CUSTOMER SITE INFORMATION			
Site Name: Portside Resort		Effective Date: 03.01.2021	Account #: # 141524
Service Address: 17620 Front Beach Road		Service Area: PCB	Salesperson: KKyser
City/State: Panama City Beach, FL	Zip Code: 32413	Contact Name: Sarah J. Hunt, CAM	
Email: gm@portsideresortpcb.com	Telephone: 850.234.9930	Fax:	Mobile:

B. BILLING INFORMATION			
Billing Name: S A M E		P.O.# Required? Y / N	
Billing Address:		Billing Cycle:	Customer Payment:
City/State:	Zip Code:	Contact Name:	
Email:	Telephone:	Fax:	Mobile:

C. EQUIPMENT / SERVICE SPECIFICATIONS																																							
Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule																													
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D. ADDITIONAL FEES	
Lockbar: NONE      Casters: NONE	<del>Delivery: \$250.00      Relocate: \$750.00</del>
Franchise Fee: None	Disposal Per Ton: Included In Rate
Additional Yardage Fee:      Extra Pickup: \$100EA	<del>Roll off box not active after 8 days \$70.00 per day service charge</del>
A fuel recovery and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.	<del>Roll off containers will have a per full charge and a minimum of \$500's disposal charge.</del>
NONE	Dry Run Fee: None

"LOCATION STAMP HERE"

Other Instructions: \_\_\_\_\_  
 \_\_\_\_\_  
 Special Service: \_\_\_\_\_

Waste Pro  
 12310 Panama City Beach Parkway  
 Panama City Beach, FL. 32407 / OFFICE # 850-872-1800

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

X *Sarah J. Hunt* 3/1/21  
 Customer Signature      Date  
 X SARAH J. HUNT, CAM  
 Print Name

*Ken Kyser* 3-1-2021  
 Waste Pro Representative      Date  
 Ken Kyser  
 Print Name

TERMS & CONDITIONS ON THE REVERSE

\_\_\_\_\_ WP / Manager Initials  
 7/2020



1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right to provide equipment and services to collect and dispose of and/or recycle all of Customer's non-hazardous Waste Material. Customer represents and warrants that the 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 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 has been approved by Company in writing. 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 regulators, 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.

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. Service will not be rendered until these requirements are met.

2. A. TERM (Permanent). The initial term ("Term") of this Agreement is sixty (60) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of sixty (60) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 11) of termination at least ninety (90) days, prior to the termination of the then-existing term.

B. TERM (Temporary). This agreement is a legally binding contract and shall extend for the duration of the project.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five business days of its receipt of written demand from Customer (See Section 11), Customer may terminate this Agreement 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, or as adjusted over the term of the contract 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. The Company may charge a fuel recovery fee/surcharge to help offset the significant expenses incurred by the Company in fueling its fleet of commercial motor vehicles. This fee fluctuates on a monthly basis as the cost of diesel fuel changes. For information about the method of calculation of the fuel recovery fee/surcharge and the amount of such fee based on the changes in the costs of diesel fuel please visit our website on a monthly basis-[www.wasteprousa.com](http://www.wasteprousa.com). The Company may also charge an environmental recovery fee to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations relating to the environment including, but not limited to employee safety training and inspections and environmental compliance. The environmental fee is not government imposed, nor is any portion of it paid to any governmental agency. Please visit our website for information on the current amount charged to Customer for the environmental recovery fee. Company may increase the charges: to address any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials: to address 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, natural disasters, etc. Company may also increase the charges to reflect increases of disposal and/or transportation costs and increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be received by the Company verbally, in writing, by payment of the invoice on which such charges are contained or by the actions and practices of the parties. 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. CHANGES. Changes in level of service, schedule of charges, type or amount of equipment may be agreed to orally or in writing, by the parties. Oral changes shall be evidenced by the actions and practices of the parties. If customer changes its service address during the term of this Agreement, this Agreement shall remain valid and enforceable with respect 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 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 unob-

structed 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. LIQUIDATED DAMAGES. In the event Customer terminates the Agreement prior to the expiration of any term for any reason other than a default by Company Customer shall pay the Company 60% of the current monthly rate multiplied by the amount of months remaining on the term, plus any attorney fee's which the Company should incur to enforce this Agreement. In the event of a breach of this Agreement by Company the Customer will be entitled to reasonable attorney's fees plus any applicable attorney costs they may incur. Customer acknowledges that the actual damage to the 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. Customer shall pay liquidated damages of \$100.00 for every Customer waste tire that is found at the disposal facility.

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 (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Material's, 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. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

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 (or intends to make) upon termination of this Agreement for any reason and 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.

10. CLAIMS AND ARBITRATION. Customer and Company agree that upon the request of either party, 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 decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither Customer nor Company shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claim as a representative or member of a class or in or as a part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Customer and Company 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 WastePro 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) 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 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) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. 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; however, the parties shall amend 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 attorneys' fees and court costs.

X  
Customer Initials





**ADENDUM TO SERVICE AGREEMENT FOR:**

**Portside Resort – ACCT# 141524  
17620 Front Beach Road  
Panama City Beach, FL. 32413  
ATTN: Sarah J. Hunt, C.A.M**

- Listed customer reserves the right to terminate disposal service, *after 1 year*, without any penalty. Should customer wish to terminate service, a 30-day notice is requested.

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Ken Kyser  
Waste Pro Account Manager  
Panama City Beach, FL

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Sarah J. Hunt  
Portside Resort C.A.M  
Panama City Beach, FL

03.01.2021