

October 15, 1985

Nassau County Board of Commissioners  
P. O. Box 1010  
Fernandina Beach, FL 32034

Dear Sirs:

Please find enclosed two Service Agreements covering a refuse container recently placed at the Fire Station #2 at A1A and Lewis road and also for refuse service at the Rescue 21 facility on Lime Street. Please sign the agreements in the designated places and return the yellow copies to our office, retaining the original (white) copies for your records.

Should you have any questions concerning this matter, please do not hesitate to contact our office. Thank you for allowing Nassau Sanitation to service your refuse needs.

Sincerely,



Darlene Edmondson

/de

Enclosures (2)



P.O. BOX 648 • FERNANDINA BEACH, FLORIDA 32034  
CALLAHAN 879-2301 • YULEE 261-7186 • FERNANDINA BEACH 261-7186

# SERVICE AGREEMENT



P. O. Box 648  
Fernandina Beach, Florida 32034

Fernandina Beach  
261-7186  
  
Yulee  
261-7186  
  
Callahan  
879-2301

## TERMS AND CONDITIONS

Nassau Sanitation Services, Inc., hereinafter referred to as Company, agrees to furnish the solid waste collection and disposal services and/or equipment specified herein and Customer agrees to make the payments as provided for herein and abide by the terms and conditions of this agreement.

The waste material to be collected and disposed of by Company pursuant to this Agreement is all solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous material. The term "hazardous material" shall include, but not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and applicable state law. Company shall acquire title to the solid waste when such is loaded in to Company's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

Customer acknowledges that it has the care, custody and control of equipment owned by Company and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of Company. Therefore, the Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all claims for loss of or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this Agreement.

The Customer shall not overload the equipment in either weight or volume of waste materials, nor use it for incineration purposes, and shall be liable to the Contractor for loss or damage in excess of reasonable wear and tear.

Customer acknowledges that Company shall not be liable for any damage to pavement or driving surface resulting from its trucks servicing an agreed upon area.

Changes in the Monthly Base Charge and/or other rates, the type, size and amount of equipment, and the frequency of service may be agreed to orally or in writing by the parties without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties.

Customer shall pay Company in advance on a monthly basis for the services and/or equipment furnished by company in accordance with the charges and rates provided for herein. Payment shall be made by Customer to Company within ten (10) days of the receipt of an invoice from Company. Company has the option of temporarily suspending service on the 60th day from the end of the monthly billing period for which payment is outstanding, suspension to continue until account is current. It is understood by both parties to this Agreement that such temporary suspension of service will not earn credit to the monthly charge.

This Agreement is for a term of three (3) years from the date hereof and shall be renewed for successive three year periods without further action by the parties, but may be terminated at the end of any three year period by either of the parties hereto by not less than 60 days prior written notice (certified mail).

The landfill charges provided for herein shall be automatically adjusted from time to time in accordance with the actual increased charges paid by Company to the landfill operator. Adjustments shall be made upon Company receiving notice from the landfill operator. Company shall notify Customer of the increase and forward a copy of the notice from the landfill operator.

The Monthly Base Charge and/or other rates may be adjusted by Company from time to time upon 30 days notice subject to approval of Customer prior to the effective date of the adjustment.

This Agreement is a legally binding contract on the part of both Company and Customer in accordance with the terms and conditions set out herein. All provisions of this Agreement shall be binding upon and inure to the benefit of both parties, and their respective successors and permitted assigns. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company.

In the event Customer fails to pay Company all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Company refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Company as a result of such action, including a reasonable attorney's fee.

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, and acts of God.

Agreed to by the undersigned agents of Company and Customer, who hereby represent and warrant that they are authorized and empowered to execute this Agreement on behalf of Company and Customer, respectively.

TERMS: NET 10 DAYS

**NASSAU SANITATION SERVICE, INC.**

By Ray K. West Title SALES REP

Customer x James C. Britner

By \_\_\_\_\_ Title Chairman

NEW ACCOUNT  SERVICE CHANGE \_\_\_\_\_ DISCONTINUE \_\_\_\_\_ TEMPORARY \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_ LOC. NO. \_\_\_\_\_ DATE 10-1-85

BILL TO: Nassau County Board of Commissioners

STREET P.O. BOX P. O. Box 1010

CITY Fernandina Beach STATE FL ZIP 32034

CUSTOMER NAME Nassau County Board of Commissioners

CORPORATION  PARTNERSHIP  PROPRIETORSHIP

CUSTOMER STREET ADDRESS Fire Station #2, AIA and Lewis

CONTACT Terry Griffin PHONE 261-6612

P.O. NO. \_\_\_\_\_ NO. OF PICKUPS PER WEEK One

SIZE AND NO. OF CONTAINERS: One 2 cu. yd.

OWNER OF EQUIP. Nassau Sanitation Service

SCHEDULE  M T W TH F S SU CALL \_\_\_\_\_

M T W TH F S SU \_\_\_\_\_

SPECIAL INFORMATION \_\_\_\_\_

DELIVERY CHARGE \_\_\_\_\_ SPECIAL CHARGES \_\_\_\_\_

MONTHLY CHARGE \$35.00 EXTRA PICKUP \_\_\_\_\_

DELIVERED BY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

JOB SCHEDULED \_\_\_\_\_

# SERVICE AGREEMENT



P. O. Box 648  
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TERMS: NET 10 DAYS

**NASSAU SANITATION SERVICE, INC.**

By *Ray K. West* Title SALES REP

Customer *James E. Pastore*

By \_\_\_\_\_ Title Chairman

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CITY Fernandina Beach STATE Florida ZIP 32034

CUSTOMER NAME Nassau County Board of Commissioners

CORPORATION  PARTNERSHIP  PROPRIETORSHIP

CUSTOMER STREET ADDRESS Rescue 21 Facility, Lime Street

CONTACT Terry Griffin PHONE 261-6612

P.O. NO. \_\_\_\_\_ NO. OF PICKUPS PER WEEK 2

SIZE AND NO. OF CONTAINERS: Cans

OWNER OF EQUIP. \_\_\_\_\_

SCHEDULE  (M) T W (TH) F S SU CALL \_\_\_\_\_

M T W TH F S SU \_\_\_\_\_

SPECIAL INFORMATION \_\_\_\_\_

DELIVERY CHARGE \_\_\_\_\_ SPECIAL CHARGES \_\_\_\_\_

MONTHLY CHARGE \$7.50 EXTRA PICKUP \_\_\_\_\_

DELIVERED BY \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

DATE JOB SCHEDULED \_\_\_\_\_