



WASTE SERVICE / SANI SERVA
an Attwoods Company

CONTRACT NUMBER

18186

ACCOUNT NUMBER 693/586 MASTER ACCOUNT NUMBER _____ PURCHASE ORDER NUMBER _____

INVOICE TO

SERVICE LOCATION

CUSTOMER NAME Nassau County Commissioner

CUSTOMER NAME Nassau County Commissioner

ADDRESS PO Box 1010

ADDRESS AIA

CITY FERNANDINA Beach STATE FLORIDA

CITY FERNANDINA Beach STATE FL

ZIP/POSTAL 32034 PHONE 355-6275

ZIP/POSTAL 32034 PHONE 355-6275

CONTACT JOHN CARSON

CONTACT JOHN CARSON

SERVICE

110	1	10	PT	N	X2	3-22-93

CHARGES

	68.50	
	500 (rental)	
	67.50	

OTHER CHARGES

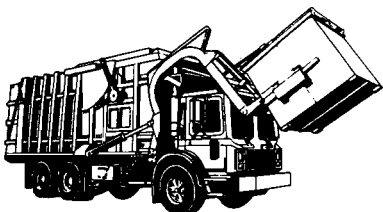
INVOICE CODE	QUANTITY					

Portable toilet
for Animal Control
facility during
construction -

All Jax Waste Service (the "Company") agrees to provide the above stated service and equipment at the frequency of collection indicated. Customer agrees to accept this service at the prices indicated in the schedule of charges provided above in accordance with the terms and conditions specified on the reverse side of this Agreement.

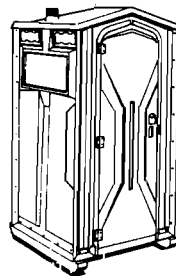
CUSTOMER SIGNATURE [Signature] TITLE Chairman
(AUTHORIZED SIGNATURE)

COMPANY SIGNATURE [Signature] DATE 3/18/93
(AUTHORIZED SIGNATURE)



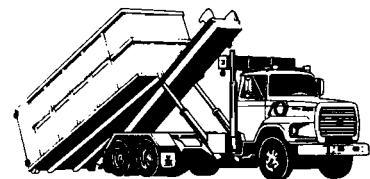
Commercial.

- Commercial Waste
- Construction Debris Collection
- Auto Parts Recycling
- Restaurants



Industrial.

- Roll-off and Dumpster Service
- Portable Toilets
- Environmental Services
- Recycling Systems



Residential.

904/737-7999

8619 Western Way

Jacksonville, Florida 32256

CUSTOMER

TERMS AND CONDITIONS

1. **Waste Materials:** Company agrees to collect and dispose of solid waste materials (garbage, trash, and other solid commercial refuse), which shall not include hazardous, toxic, highly flammable, volatile, radioactive, biomedical, infectious, explosive or any substance listed or characterized as hazardous by the United States Environmental Protection Agency or any state or local agency ("Prohibited Waste"). In the event Prohibited Waste is found in Customer's container, title to it shall remain with Customer and Customer will defend, indemnify and hold Company harmless from and against any and all claims, suits, damages, penalties, fines and liabilities arising from such Prohibited Waste. The indemnities contained herein shall survive the termination of this Agreement.

2. **Charges:** Customer shall pay Company for the services provided by Company in accordance with the schedule of charges set forth herein. The charges are based in part upon local prevailing disposal costs, fuel costs and franchise fees in effect as of the date of this Agreement. Where disposal is to be charged separate from the above quoted collection rate, the Company shall bill the Customer for disposal at a rate based upon the prevailing disposal costs at municipal and/or county-owned disposal facilities in the area, plus an appropriate handling charge. Company reserves the right to increase monthly charges to account for increases in disposal costs, fuel costs and franchise fees, such increases not being subject to prior Customer approval. The charges may be adjusted by Company from time to time for reasons other than disposal cost, fuel cost, and franchise fee increases, but any such adjustments that result in a percentage increase greater than the percentage increase of the local Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor, Bureau of Labor Statistics, since the date of the last such adjustment, or in the case of the first such adjustment, since the date of execution of this Agreement, shall be subject to Customer's approval. Customer's approval may be evidenced by the practices and actions of the parties.

3. **Equipment:** All equipment furnished by Company for use by Customer and for which Customer has not acquired title (the "Equipment") shall remain the property of Company. While the Equipment is under the custody and control of Customer, Customer agrees to defend, indemnify and hold harmless the Company from and against any and all claims for loss or damage to property, to the environment, or for injury or death of persons arising from the presence or use of the Equipment on Customer's premises. Customer shall not make any alterations or improvements to the Equipment without the prior written consent of Company, nor will Customer use the Equipment for incineration purposes. Customer shall provide company with clear unobstructed access to the Equipment which access shall be sufficient to bear the weight of all of Company's equipment and vehicles reasonably required to enable Company to provide the collection service. Company is hereby released and shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted.

4. **Payment:** Payment shall be made by Customer within ten (10) days after receipt of invoice from Company. If payment is not made when due, Company may suspend service to Customer for non-payment. Customer shall be responsible for all taxes, fees, or other charges imposed upon the collection and/or disposal of Customer's waste materials by federal, state or local laws and regulations. Customer agrees to pay a late fee on any payments over due to Company at the maximum interest rate allowed by law. If Company finds it necessary to take action for collection of any amounts due from Customer or to file suit, Customer agrees to pay any and all of Company's costs and reasonable attorney's fees, to and including appeals, as a result of such action.

5. **Recycling:** In the event that Customer desires to recycle any or all of its solid waste materials, Customer agrees to give the Company the exclusive right to provide such recycling service at a fee to be mutually agreed upon between the parties. Default: In event of a material default by Company, Customer shall provide Company with written notice and Company will have ten (10) days from receipt of notice of default to correct same.

7. **Term:** This Agreement is for a term of five (5) years and shall be renewed for successive five (5) year periods without further action by the parties. If either party desires not to renew the Agreement, then said party shall provide to the other party written notice (certified mail), given at least fifty (50) days prior to the end of the initial term or any renewal term. If Customer should discontinue this Agreement other than as provided above, it is agreed that Customer shall pay to Company as liquidated damages a sum equal to six (6) months charge to be determined by the average of the last six (6) months of invoices during this Agreement, or if Customer has not been serviced for six (6) months, Customer shall pay its most recent charge multiplied by six (6), or if Customer has not yet been serviced, the average monthly billing projected by Company multiplied by six (6). Customer acknowledges that the foregoing liquidated damages are reasonable in light of the loss Company will suffer by this termination and that such damages are not imposed as a penalty. Both parties are relieved from performance under this Agreement when performance is made impossible due to acts of God, hurricanes, storms, high water, wars, riots, fire, explosions, accidents, arrests, strikes, lockouts or any other cause not within the reasonable control of the parties.

8. **Other Services:** This Agreement shall continue in effect for terms provided herein and shall apply to changes of service address locations or additional locations of Customer within the areas in which Company provides collection services. Customer agrees that Company shall be the exclusive provider of solid waste collection, disposal and recycling services to Customer.

9. **Changes:** Changes in the 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, which changes may be evidenced by the actions and practices of the parties.

10. **Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties agree that venue for any disputes arising out of this Agreement shall lie in Dade County, Florida.

11. **Assignment:** This Agreement shall be binding upon the parties and their successors and assigns, including assignees of all or substantially all of the assets and business of either party.