

**ROL / CONST
SERVICE AGREEMENT**



ACCOUNT # 6716127

NASSAU SANITATION SERVICE, INC.
4804B Florida First Coast Highway South
Fernandina Beach, FL 32034

New Account _____ Permanent _____

Change _____ Temporary XX

CUSTOMER INFORMATION

Name ANIMAL CONTROL

Address C/O BORD OF COUNTY COMMISSIONERS

P.O. BOX 1010

City FERNANDINA BEACH State FL

Zip 32035 S.S. # _____

Service LOFTON CREEK, YULEE

Contact JOANNA CASON

Phone (904) 261-6127 EXT. 18 P.O. # _____

Property Owner _____ S.S. # _____

Address _____

Phone (_____) _____

SERVICE INFORMATION — ROL/COMPACTOR SERVICE

At least 24 hours prior notice required for each container pulled.

| | | | |
|---|---------------|-----------------------------|--------------------|
| Monthly Container Maintenance (Per Container) | \$ <u>-0-</u> | Landfill (Per Hour Per Ton) | \$ <u>26.00/tn</u> |
|---|---------------|-----------------------------|--------------------|

| | | | |
|------------------------|-----------------|-----------------------------|---------------|
| Haul Charge (Per Haul) | \$ <u>75.00</u> | Del. Charge (Per Container) | \$ <u>-0-</u> |
|------------------------|-----------------|-----------------------------|---------------|

Other Charge \$ _____

Escrow/Deposit \$ -0-

Start Service Date 4/22/93

Quantity 1 Size 20 YARD

Quantity _____ Size _____

Quantity _____ Size _____

Comments _____

Fernandina Beach/Yulee (904) 261-7186
Callahan (904) 879-2301

FAX (904) 277-3689
Georgia 1-800-523-3861

TERMS AND CONDITIONS

Nassau Sanitation Service, Inc., herein after referred to as Company, agree to furnish all solid waste collection and disposal service 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.

1. Waste Materials. Company agrees to collect and dispose of solid waste materials (garbage, trash, and other solid commercial refuse) and/or construction debris, which shall not include tires, appliances, paint, fuel tanks of any kind, batteries, any type of motor oil or other petroleum based products, 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 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 shall 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 overdue 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, up 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.

6. 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 2 months from the date hereof and may be terminated at the end of the contract period by either of the parties hereto by not less than 24 hours prior notice. Both parties are relieved from performance under this Agreement when performance is made impossible due to acts of God, hurricanes, storms, highwater, 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 and/or construction debris 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 Duval 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.

TERMS: NET 10 DAYS

NASSAU SANITATION SERVICE, INC.

BY: CUSTOMER SERVICE

TITLE: _____

EFFECTIVE DATE OF AGREEMENT 5/19/93

CUSTOMER

BY: Chairman

TITLE: _____

DATE SIGNED: 4-26, 19 93