



WASTE MANAGEMENT OF COLLIER COUNTY FRANCHISE CONTRACT

4500 EXCHANGE BLVD, NAPLES, FL 34104-7025

Phone: 239-649-2212 Fax: 239-649-8004

**SERVICE AGREEMENT
NON-HAZARDOUS WASTES**

WM AGREEMENT#	
CUSTOMER ACCT#	033-221445
ACCT. NAME	ADDISON PLACE
SERV. ADDR	8633 ADDISON PLACE CIRCLE
CITY, STATE, ZIP	NAPLES FL 34119
EMAIL ADDRESS	
TEL #	239-963-8937
FAX	- -
CONTACT	DARREN DOMIJAN

SIC Code	
Type of Business	
REASON CODE	NBG
EFFECTIVE DATE	09/06/2018
BILL. NAME	WM STRATEGICS ACCOUNTS
BILL. ADDR	415 DAY HILL RD
CITY, STATE, ZIP	WINDSOR CT 06095-1712
COUNTY	
TEL #	860-290-1250
FAX	- -
CONTACT	WM STRATEGICS ACCOUNTS

EQUIPMENT/SERVICE SPECIFICATIONS

NEW	Container	Whls	Lock	Gate	Roll In	Lock	Freq	OC	Schedule & Route No.							Charge(s)	MTH	LIFT
Qty	Size/Type		Bar	Svc	Out	Unlock			M	T	W	H	F	S	S			
1	2F1									X						\$ 130.44	<input type="checkbox"/>	<input type="checkbox"/>
1	DNC															\$ 0.00	<input type="checkbox"/>	<input type="checkbox"/>
1	XF2															\$ 29.73	<input type="checkbox"/>	<input type="checkbox"/>
																\$	<input type="checkbox"/>	<input type="checkbox"/>
Enter Map Code/Cross Roads Here:																Total	\$	
OLD	Container	Whls	Lock	Gate	Roll In	Lock	Freq	OC	Schedule & Route No.							Charge(s)	MTH	LIFT
Qty	Size/Type		Bar	Svc	Out	Unlock			M	T	W	H	F	S	S			
																\$	<input type="checkbox"/>	<input type="checkbox"/>
																\$	<input type="checkbox"/>	<input type="checkbox"/>
																\$	<input type="checkbox"/>	<input type="checkbox"/>
																\$	<input type="checkbox"/>	<input type="checkbox"/>
																Net Change	\$	

Enter Special Instructions/Driver Notes/Container Description Here:

Customer Is Utilizing Recycling Services

Vendor _____ Account Number _____

Customer Has Declined Recycling Services

Reason _____ Initials _____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF 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.

--TERMS: NET 10 DAYS --

CUSTOMER			
AUTHORIZED SIGNATURE			
TITLE	DATE:		
NAME (PRINT OR TYPE)			
CONTRACTOR			
AUTHORIZED SIGNATURE			
TERRITORY #	DATE:		

RATES FOR SERVICES

FEL Collection	\$
FEL Disposal	\$
FEL Supplemental Services	
Per Lift	\$
R/O Delivery Charge	\$
R/O Hauling Per Load	\$
R/O Disposal Per Ton	\$
R/O Monthly Maintenance	\$
R/O Trip Charge	\$
Disposal Site	
Customer Deposit	\$
P.O. Number	#
Job Number	#
Bill To Master Account	#



**SERVICE AGREEMENT
NON-HAZARDOUS WASTES**

**COMMERCIAL SOLID WASTE COLLECTION SERVICE AGREEMENT
TERMS AND CONDITIONS
BETWEEN CUSTOMER AND WASTE MANAGEMENT INC. OF FLORIDA ("COMPANY")**

1. **SERVICES RENDERED; WASTE MATERIALS.** 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 excludes and Customer agrees not to deposit or permit the deposit for collection of Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris. Waste Materials also 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 regulations, (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. **TERM.** The Company has an exclusive Franchise Agreement with the Town in which Customer is located and for the term of the franchise agreement, this Service Agreement shall be applicable.

3. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to Customer as permitted by the Franchise Agreement.

4. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

5. **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 for its contents while at Customer's location except for normal wear and tear and damage caused by Company's actions or negligence. 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 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 damage to Customer's driving surfaces and curbing caused solely by the weight of Company's vehicles and equipment. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

6. **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 Management, Inc., 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 any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents 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.

7. **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 beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and 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 agreements, 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 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 either party successfully enforces its rights against the other hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

8. **REGULATION BY COLLIER COUNTY.** This contract for collection of Commercial Solid Waste (Waste Materials) is regulated by Collier County. For questions regarding the terms and conditions of this contract, you may call the County at (239) 252-2380.

9. **COMMERCIAL COLLECTION CONTAINERS.** You may provide your own Commercial Container (e.g., a roll-off container or compactor) for the Waste Materials that you generate on your property; provided that your Commercial Container is one that can be serviced by Company's collection equipment. In the alternative, you may obtain a Commercial Container from the Company. In either case, the Commercial Container must be maintained in a safe, sanitary, serviceable condition by the owner of the Commercial Container.

10. **SUPPLEMENTAL SERVICES.** The Company may provide supplemental services to you, but may only charge the Rates approved by the Collier County. The cost of the supplemental services must be separately identified in the list of "Rates for Services".

11. **RATES FOR SERVICES.** The County has approved standard rates for the collection of Commercial Solid Waste and for supplemental services. Under this contract, you will pay the following fees for the Company's services. You may call the County if you have any questions about the Company's rates.

CUSTOMER

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

CONTRACTOR

DocuSigned by:

Richard Bates

49AE3786A8764FA...

(AUTHORIZED SIGNATURE)

9/7/2018 8:45:30 AM PDT

TERRITORY NUMBER

(DATE)