



environmental services

FCC Environmental Services FL, LLC
5840 Corporate Way Suite 250
West Palm Beach, FL 33407
877-642-3702

Collection Service Agreement
Non Hazardous Waste

Customer Account #
Start Date 2/19/2024

Account Name Pine Ridge Master Association
Service Address 13751 Oneida Drive
City, State Delray Beach, FL Zip 33446
Phone 954-873-7711
Email PRMBPRES@GMAIL.COM
Contact Rick Alzati

Billing Name Pine Ridge Master Association
Billing Address 13751 Oneida Drive
City, State Delray Beach, FL Zip 33446
Phone 954-873-7711
Email PRMBPRES@GMAIL.COM
Contact Rick Alzati

EQUIPMENT & SERVICE

Table with columns: Svc Type, Size, Quantity, Frequency, Casters, Lockbar, Service Days (Sun-Sat). Row 1: MSW, 3YD, 1, 1/1w, Y, Y, Sun-Sat.

PRICING SCHEDULE

SPECIAL INSTRUCTIONS

Table with 2 columns: Item, Price. Monthly Service \$117.52, Lockbar \$55.00, Extra Pickup \$, Delivery Charge \$0, Franchise Fee %, Fuel Charge \$0, Environmental Charge \$0.

The undersigned individual 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

Signature [Signature] Customer
Print Rick Alzati Date 2/15/2024
Title Master Association President

Signature [Signature] Company
Date 2/15/2024

**Prices above are subject to applicable sales tax unless Customer is tax exempt.

Is Customer Tax Exempt



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Non Hazardous Waste

TERMS AND CONDITIONS

A. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's 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 solid waste and Recyclable materials generated by Customer or at Customer's Location. "Excluded Materials" specifically excludes waste tires, Radioactive, volatile, corrosive, flammable, explosive, bio-Medical, 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 regulation. Title to and liability for Excluded Materials shall remain with Customer at all times.

B. TERM. The term of this Agreement shall be for 36 months from the effective date of service, and shall be automatically renewed for 12 months thereafter unless either party shall give written notice of termination (Certified Mail) to the other party at least sixty (60) days but not more than one hundred twenty (120) days prior to termination of the initial term or any renewal term.

C. SERVICES GUARANTY. If the Company fails to perform the services described within 5 business days of its receipt of a written demand from Customer, Customer may terminate this agreement with the payment of all monies due through the termination date.

D. CHARGES, PAYMENT, ADJUSTMENTS. 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, as adjusted hereunder, within 10 days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts in the amount of \$25.00. Company may increase the charges to account for any increase in disposal, fuel or transportation costs, any change in the composition of Waste Materials, increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state, or federal laws or regulations, imposition of taxes, fees or surcharges, and Acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located or, if Customer falls under Franchise pricing, the franchised rate is increased. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties.

E. CHANGES. Changes in the frequency of collection service, schedule, number, capacity, and/or type of equipment may be agreed to verbally, in writing, or 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.

F. 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. 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, with normal wear and tear expected. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by the 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 or curbing resulting from Company's provisions of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight and size of the Company's equipment and vehicles.

G. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default. Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining initial term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining initial term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining renewal term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining renewal term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the renewal term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages 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 circumstances for any special, incidental, or consequential damages arising out of or in connection with performance of this Agreement. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.

H. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 10% Unacceptable Materials. (ii) Customer

shall provide wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and disposing of such non-conforming Recyclable Materials. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for handling, processing, transporting and disposing of Unacceptable Materials, Excluded Materials, and/or non-conforming load.

(c) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.FCC.Environmental.com.

(d) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages.

(e) Service arrangements will be agreed upon between customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

I. RIGHT OF FIRST REFUSAL. If Customer's pricing is not set under a Franchise agreement, 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.

J. MISCELLANEOUS. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance cause 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. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or verbal, that may exist between the parties.

K. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether charges; container overages and overflows; and equipment repair and maintenance, all at such standard prices or rates that company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

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Customer Initials