



GFL Solid Waste Southeast
LLC
321 Southridge Industrial
Drive, Tavares, FL, 32778
TEL: (352) 508 4741
FAX:

CUSTOMER SERVICE AGREEMENT

AGREEMENT-925728-LAKE COUNTY WATER AUTHORITY- HICKORY POI-12.14.2023

LAKE COUNTY WATER
AUTHORITY
27341 STATE ROAD 19
TAVARES, FL
32778

UCN
380662

Account No.
2124

PO No.

LAKE COUNTY WATER
AUTHORITY- HICKORY
POI
27341 STATE ROAD 19
TAVARES, FL
32778

Site Billing Address
27341 STATE ROAD 19
TAVARES, FL
32778

Site Primary Contact
Marcia Bush
Tel: (352) 253 4950
Cell:
Email:
marcia.bush@lakecountyflorida.gov

Billing Address
27341 STATE ROAD 19
TAVARES, FL
32778

Primary Contact
Marcia Bush
Tel: (352) 253 4950
Cell:
Email:
marcia.bush@lakecountyflorida.gov

SCHEDULE OF SERVICE

FRONT END SERVICE	Material	Container Size	Frequency	Service Start Date
QTY 1.00	WASTE	8 YD	2 times per week	12.14.2023
Lift Charge	Monthly Rate	Disposal Charge	Container Rental	Extra Lift
\$0.00	\$227.06	N/A	\$0.00	\$150.00

STANDARD SERVICE FEES

Delivery Charge: \$150.00 Relocation Fee: \$150.00
Container Exchange: \$150.00 Removal Fee: \$225.00

SERVICE NOTES

FRONT END SERVICE	Material	Container Size	Frequency	Service Start Date
QTY 1.00	WASTE	6 YD	2 times per week	12.14.2023
Lift Charge	Monthly Rate	Disposal Charge	Container Rental	Extra Lift
\$0.00	\$182.16	N/A	\$0.00	\$150.00

STANDARD SERVICE FEES

Delivery Charge: \$150.00 Relocation Fee: \$150.00
Container Exchange: \$150.00 Removal Fee: \$225.00

SERVICE NOTES

GENERAL NOTES

OTHER CHARGES: Fuel, Environmental, Administrative and other charges as shown on invoice

This Customer Service Agreement ("Agreement") together with the Terms and Conditions set forth herein is a legally binding contract between Company and Customer, and the individuals executing this Agreement have all power and authority to do so. This Agreement may be executed in counterparts and by electronic transmission.

LAKE COUNTY WATER AUTHORITY

Legal Name of "Customer"



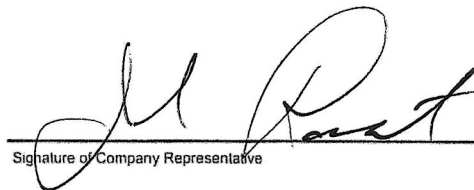
Signature of Customer Representative

BOBBY BONILLA

Printed Name of Customer Representative

GFL Solid Waste Southeast LLC

Legal Name of "Company"



Signature of Company Representative

John Rossiter

Printed Name of Company Representative

The effective date of this agreement is 12/14/2023.

TERMS AND CONDITIONS

SERVICES. Customer grants Company the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below). Company agrees to furnish the services and Equipment specified above, subject to the terms and conditions of this Agreement. Changes in collection frequency and type of Equipment may be agreed to orally or in writing, provided that no terms and conditions added by Customer shall be binding upon Company unless expressly accepted in writing by the Company's authorized officer. Company reserves the right to substitute similar but equivalent services. These terms and conditions supersede any customer issued agreements and/or purchase orders.

TERM. The term of this agreement is sixty (60) months commencing on the effective date referenced herein, and shall automatically renew for additional like terms thereafter, unless either party provides notice to the other of non-renewal at least 60 days but not more than 180 days prior to the expiration of the then current term. If Customer terminates this Agreement other than as provided above, or if Company terminates due to Customer's breach (including nonpayment), Customer shall pay to Company, in addition to Company's legal fees, if any, liquidated damages in an amount equal to the average of the Customer's invoices for the prior twelve months multiplied by six; or if Customer has not been serviced for twelve months, an amount equal to Customer's most recent monthly charge multiplied by six. Customer acknowledges that Company has dedicated certain Equipment, personnel and/or incurred other debts/commitments to service Customer and has a right to profit in good faith in its relationship with the Customer. Customer acknowledges that the actual damages to Company in the event of termination are 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 a genuine estimate of Company's anticipated damages and is not imposed as a penalty. The liquidated damages amount set out in this section does not include costs for removing the Equipment which will be billed as a separate charge by Company. Company may terminate this Agreement at any time with not less than ten days prior notice to Customer. Company shall have the right to match any offers given to Customer by a competitor.

EQUIPMENT. All equipment furnished to Customer or used by Company ("Equipment") shall remain Company's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not encumber, alter, move or overload the Equipment (by weight or volume), or compact Waste Materials once placed in the Equipment or otherwise utilize the Equipment for any purpose other than for the disposal of Waste Materials without Company's approval. If Company is assessed an overweight fine Customer shall reimburse Company for the costs of such fine. Customer shall pay an extra yardage and pickup fee for Waste Material not properly contained and any fees for contaminated recyclables. Customer shall maintain the Equipment and surrounding areas in a clean manner to enable Company to service the Equipment safely and efficiently. Customer shall secure the Equipment at all times to prevent unauthorized access and accept sole responsibility for all losses and damage related to the Equipment, normal wear and tear excepted. Unless otherwise agreed in writing, where Customer fails to use Company's Equipment for the disposal of Waste Materials for ten days or more, Customer authorizes Company to remove the Equipment and terminate this Agreement on notice to Customer or to charge Customer a fixed rental fee.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all materials to be collected by Company are nonhazardous solid waste and Recyclables ("Waste Materials") and will not contain any of the following unless specifically set out on the front page of this Agreement: (i) hazardous, biohazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq, and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment; or (iii) materials that require special handling or disposal due to weight, size or composition such as tree stumps, concrete, appliances or similar types of materials ("Excluded Waste"). Recyclables shall include all materials that may be recycled or recovered provided that Recyclables deemed contaminated by the receiving facility shall be charged to Customer as Waste Material plus a re-routing fee for the cost of routing the contaminated Recyclables from a recycling facility to a waste facility. Customer shall remove Excluded Waste from the Equipment or other property, but if such materials are not removed by Customer immediately then Company may arrange for lawful disposal at the sole cost and expense of Customer. Title to and liability for Excluded Waste shall at all times remain with Customer. Customer shall be responsible for all costs associated with Excluded Waste, including, but not limited to, handling, loading, preparing, extruding, transporting, storing, and disposing of Excluded Waste and any materials contaminated therewith. Title to Waste Materials (as defined above) including any value received in connection therewith, shall vest with Company upon collection. Customer shall at its expense provide any requested chemical characterization of waste to be collected and provide prior notice of any changes in the waste characteristics or generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or recycling.

INDEMNITY. Company shall hold harmless and indemnify Customer from and against any claims for damage to persons, property or both (including death) to the extent such damage or injuries were caused by Company's negligence or willful misconduct or violation of law, during collection services provided by Company pursuant to this Agreement, provided that Company's indemnification obligations shall not apply to occurrences involving Excluded Waste. Customer shall defend, hold harmless and indemnify Company, its officers, directors, members, affiliates, employees, and representatives from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, reasonable investigation and legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law, use of Equipment or breach of this Agreement.

ACCESS. Customer shall provide unobstructed access to the Waste Materials on the day of collection. If such access is not provided then Customer will be notified and Company may make additional collection attempts, subject to "extra pick-up" or additional charges. Company shall be excused from providing service if precluded from doing so due to reasons beyond its control. All enclosures must meet Company's enclosure standards. Customer represents and warrants that any right-of-way used by Company to access the Equipment is sufficient to bear the weight of the Equipment and Company's vehicle and further warrants sufficient overhead and side clearance to accommodate the placement and movement of Company's vehicles and Equipment. Company shall not be responsible for any damage to any curb, driveway or subsurface or enclosure or any side obstacles such as electrical wires, overhanging rooflines or eaves, trees, walls, or other obstacles within the service area except to the extent caused by Company's negligence.

CHARGES & PAYMENT Customer agrees to pay all invoice charges within ten days of the date of the invoice. If payment is not made when due, Customer agrees that Company may charge a late charge for which Customer is responsible in any amount up to the maximum amount allowed by applicable law. Company may suspend service or remove its Equipment if payment is late or for any other breach by Customer without prejudice to any of Company's other rights, and such suspension or removal shall not constitute termination of this Agreement unless Company so elects. Customer understands that all rates are quoted exclusive of applicable taxes, and that it is Customer's responsibility to notify Company of any applicable tax exemption to which Customer is entitled prior to charges being billed. Customer shall pay any applicable franchise fees, suspension and reinstatement related charges, container exchange and relocation charges, charges for payments rejected due to non-sufficient funds, and any environmental, fuel, compliance and business impact, administrative and other charges included on Customer's invoice whether implemented on or after the Effective Date. Company may, in its sole discretion, increase rates and charges to Customer for: (i) any new or change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Company's business; (ii) any increase in processing, recycling, treatment, disposal or transportation costs; (iii) any increase in the Consumer Price Index-All Urban Consumers (Water, Sewer & Trash Collection Services) (or upon notice to Customer any other nationally recognized index); (iv) weights of Waste Material being higher than those estimated; or (v) change in Company's charges or rate programs. In addition, Company may increase or impose additional charges for reasons other than those set forth above upon prior written notice (which notice may be contained in an invoice) and consent by Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties including payment. Customer shall have conclusively agreed to any invoiced amounts upon the earlier of payment of the invoice, or Customer's failure to deliver a written objection within thirty days after the notice date. If Customer does not consent to such increase, Company may terminate this Agreement upon written notice to Customer. Customer acknowledges and agrees that any rate or charge assessed or increased is not represented to be an offset or pass through of Company's costs, and that such rates or charges may actually reflect an amount for profit or margin.

DISPUTES, ARBITRATION, JURY TRIAL & CLASS ACTION WAIVER. Except for claims by Company for collection of its fees or indemnity or claims by Customer against Company for property damage, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy arising between them (WHETHER RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction. Customer acknowledges the service Company provides to it impacts interstate commerce and agrees that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provides adequate consideration therefor. THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE AND FURTHER WAIVE THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT NO ACTION MAY BE MAINTAINED AS A CLASS ACTION OR PURSUED ON A CONSOLIDATED BASIS IN ARBITRATION OR OTHERWISE. Any action (including arbitration) by Customer against Company whether related to this Agreement or any prior Agreement, must be brought within one year from the date of any alleged wrongful act. Any proceedings shall be conducted in the location where services are rendered by Company to the Customer and governed by the laws of that state. Customer shall promptly notify Company in writing via certified mail of any alleged breach by Company and allow Company a reasonable period of time to cure, but in any event no less than ten days. Customer's failure to give notice of an alleged breach as required by this section shall be deemed a waiver of any such claim. If any proceeding is brought by Company in connection with this Agreement Company shall be entitled to recover its legal fees and costs leading up to and incurred in that action in addition to any other relief to which it may be entitled. Company shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the amount paid to Company by Customer for the prior twelve month period, regardless of the recovery sought. This paragraph and Customer's representations, warranties and indemnification shall survive termination of the Agreement.

MISCELLANEOUS. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL ARE EXPRESSLY DISCLAIMED. If there is a conflict in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. If there is a conflict between this Agreement and any other agreement or purchase order between Customer and Company, the terms of this Agreement shall govern. Customer consents and agrees that Company may monitor and record calls and that any contact information provided by Customer, including, but not limited to, telephone numbers and e-data, may be used by Company and its affiliates, and their respective employees, agents and service providers, for any and all communications (including, but not limited to: service issues, marketing and debt collection), which consent may not be unilaterally or orally revoked without the mutual written agreement of both parties. Customer represents that it is the subscriber or user of any contact information provided to Company by Customer. This Agreement is binding on the parties and their successors and assigns, provided Customer may not assign this Agreement without the prior written consent of Company. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions.