



# Integrated Waste Solutions

2278 Rock Chapel Road  
Lithonia, GA 30058  
Phone# 678-631-5880 • Fax # 678-805-4995  
TOLL FREE:  
888-878-7061

Account No: \_\_\_\_\_  
Site No: Ascend South  
P.O.#: \_\_\_\_\_  
Reason Code: \_\_\_\_\_

LEGAL COMPANY NAME ("CUSTOMER")-INVOICE TO				SERVICE ADDRESS SITE			
ASCEND SOUTH CREEK				ASCEND SOUTH CREEK			
BILLING ADDRESS							
3060 South Creek Blvd				3060 South Creek Blvd			
Orlando		FL	32824	Orlando		FL	32824
CITY		STATE	ZIP	CITY		STATE	ZIP
Julie Smith		407-451-1790		Cdsouthcreek@liverangewater.com		Julie Smith	
BILLING CONTACT PERSON		BILLING PHONE		BILLING EMAIL		SITE CONTACT	
						407-451-1790	
						SITE PHONE	
						SITE EMAIL	

NEW SCHEDULE OF SERVICE							SERVICE START DATE: 6/1/2022		
Service No.	Qty	Container Size	Material Type	Service Frequency	Monthly Service Charge	Extra Lift Charge	Container Charge	Per Haul Charge	Disposal Charge Per Ton
	1	35YD SC	MSW	On Call				\$200.00	\$58.00/ton

OLD SCHEDULE OF SERVICE								TAX JURISDICTION:	
Service No.	Qty	Container Size	Material Type	Service Frequency	Monthly Service Charge	Extra Lift Charge	Container Charge	Per Haul Charge	Disposal Charge Per Ton

THE CUSTOMER AGREES THAT INTEGRATED WASTE SOLUTIONS SHALL HAVE THE RIGHT TO ADD A SURCHARGE TO THE CUSTOMER INVOICE OR INCREASE THE RATES HEREIN IF THE CUSTOMER'S WASTE MATERIALS EXCEED AN ESTIMATED AVERAGE WEIGHT OF 85 LBS. PER CUBIC YARD. SEE ALSO SECTION 6 REGARDING RATE ADJUSTMENTS

STANDARD CHARGES; Delivery \_\_\_\_\_ EA Removal \_\_\_\_\_ EA Relocation \_\_\_\_\_ EA Exchange \_\_\_\_\_ EA Locks/Casters \_\_\_\_\_ MO/Per Item, per container Franchise Fee: \_\_\_\_\_

**THIS IS A LEGALLY BINDING AGREEMENT, SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BELOW, ON THE REVERSE SIDE, AND THE PRICING POLICY ON OUR WEBSITE. ADDITIONAL COMMENTS**

Fuel 10% Env 5%

Customer may cancel given a 30 day notice if property changes ownership.

Integrated Waste Solutions:	CUSTOMER:
(INTEGRATED WASTE SOLUTIONS)	(Customer Authorized Signature)-I have the authority to bind the company and understand the Terms and Conditions described herein)
Allison Brown Vendor Manager	
(Print First/Last Name and Title)	(Print First/Last Name and Title)
06.20.2022	
DATE: (Mo/Day/Yr)	DATE: (Mo/Day/Yr)

Sales Rep	Credit Approval	Credit Limit	Suspendable	Contract Approval	Entered By	Date

## SERVICE AGREEMENT - TERMS AND CONDITIONS

This agreement shall be effective and binding on the parties as of the date of last signature above

**SERVICES RENDERED**-Integrated Waste Solutions("Waste Solutions") agrees to furnish the Waste Services and Equipment (each as defined below) and the Customer agrees to make the payments and abide by the Terms and Conditions described herein.

Customer agrees that as of and from the date that service begins, Integrated Waste Solutions shall have sole and exclusive right to provide waste collection (including organics waste collection), recycling, processing and or disposal services to customer as described on the first page of this Agreement and as may be needed from time to time by Customer during the Term (collectively, the "Waste Services"). For greater certainty, the Customer hereby represents and warrant to Integrated Waste Solutions that it has no existing agreements with other companies or entities for the provision of Waste Services at the time of service commencement with Integrated Waste Services or at any other time during the term, and hereby agrees to hold Integrated Waste Solutions harmless from any claims, losses or damages resulting from any actions regarding any such contracts.

**TERM**- This Agreement is for a term commencing on the Service Start Date and shall continue for a period of ~~five (5)~~ <sup>3 years</sup> years thereafter (the "Initial Term"). It shall be renewed for successive ~~one (1)~~ <sup>3 years</sup> year terms without further action by the parties (each a "Renewal Term" and together with the Initial Term, the "Term"). This Agreement may be terminated at the end of any ~~five (5)~~ <sup>3 years</sup> year period by either party by providing written notice to the other party (via certified mail) not less than ninety (90) days or more than one hundred eighty (180) days before the end of the then current Term. The notice shall be given, as applicable, by Customer to Integrated Waste Services address for service and to Customer at Customer's billing address, as noted on the first page of this Agreement.

If the Customer's service addresses is located within the corporate limits of the City of Atlanta or any other municipality or county having an enforceable restriction of the maximum term of a solid waste agreement, the term of the solid waste hauling portion of this Agreement shall be reduced to the maximum term allowed by the enforceable restriction. Additionally, if any such enforceable restriction as in the City of Atlanta precludes or limits automatic renewals with regard to solid waste hauling agreements, the automatic renewal provided for in this section, as to the solid waste hauling portion of this agreement only, shall be amended to comply with the enforceable restriction. The existence of an enforceable restriction with regard to solid waste hauling agreements shall in no way affect the recycling and equipment portions of this Agreement, including, without limitation, the five year Initial Term and automatic renewals.

1-ORIGINAL.

Please see reverse

# INTEGRATED WASTE SERVICES

## Terms and Conditions of Service Agreement

ASCEND SOUTH CREEK

3060 Southcreek Blvd

Orlando, FL 32824

### SERVICE AGREEMENT - TERMS AND CONDITIONS

This Agreement shall be effective and binding on the parties as of the date of last signature above

- (1) **SERVICES RENDERED:** Integrated Waste Services ("IWS") agrees to furnish the Waste Services and Equipment (each as defined on the front) and the Customer agrees to make the payments and abide by the Terms and Conditions described herein. Customers agree that as of and from the day that services begins, Integrated Waste Services shall have sole and exclusive right to provide waste collection (including organics waste collection), recycling, processing and or disposal services to customers as described on the first page of this Agreement and as may be needed from time to time by Customer during the term (**collectively, the "Waste Services"**). For greater certainty, the Customer hereby represents and warrant to Integrated Waste Services that it has no existing agreements with other companies or entities for the provision of Waste Services at the time of service commencement with Integrated Waste Services or at any other time during the term, and Hereby agrees to hold **Integrated Waste Services** harmless from any claims, losses or damages resulting from any actions regarding any such contracts.
- (2) **TERM:** This agreement is for a term commencing on the Service Start Date and shall continue for a period of <sup>3 years</sup>~~five (5)~~ years thereafter (the "Initial Term"). It shall be renewed for successive <sup>3 years</sup>~~five (5)~~ year term without further action by the parties (each a "Renewal Term" and together with the initial Term, the Term"). This Agreement may be terminated at the end of any <sup>3 years</sup>~~five (5)~~ year period by either party by providing written notice to the other party (via certified mail) not less than ninety (90) days or more than one hundred eighty (180) days before the end of the current term. The notice shall be given, as applicable, by customer to Integrated Waste Services address for service and to customer's billing address, as noted on the first page of this agreement. *If the customer's service address is located within the corporate limits of the corporate limits of the City Of Atlanta or any other municipality or county having enforceable restrictions as in the City Of Atlanta precludes or limits automatic renewals with regard to solid waste hauling agreements, the automatic renewal provided for in this section, as to solid waste hauling portion of this agreement only, shall be amended to comply with the enforceable restrictions. The existence of an enforceable restriction with regard to solid waste hauling agreements shall in no way affect the recycling and equipment portions of this agreement, including, without limitations, the five year Initial Term and automatic renewals.*
- (3) **Indemnity:** The Customer agrees that it has retained the Contractor to remove and dispose of solid waste materials which are not medical, hazardous, highly volatile, explosive, and radioactive or otherwise describe as unacceptable solid waste as defined by all federal, state and local authorities. In the event unacceptable solid waste are included with waste material removed, it will be the responsibility of the Customer to reimburse to the Contractor all fines, legal fees and disposal cost which the Contractor may incur. The Customer agrees to "hold harmless" the Contractor for any and all damages to pavement, curbing, fencing, underground utilities, septic systems, etc. resulting from the Contractor's trucks while performing collection services. Contractor will assist customer with any complaints or problems arising from the hauler's service to the property.
- (4) **Miscellaneous:** The Customer acknowledges and agrees to the following relationship between the parties hereto and the Contractor and the Contractor's hauler assigned to the Customer's property (ies), hereinafter referred to as the "Hauler" Contractor is a broker bringing together the Customer and the Hauler. Upon entering into this Service Agreement with Customer, Contractor will seek out and obtain Hauler to provide the waste removal services discussed in this Agreement. Contractor will enter into a contract with the Hauler to provide the removal services for the Customer. In Contractor's contract with Hauler, Hauler will be held liable for, and will hold Contractor and Customer harmless for, any and all damage done to the property(ies) of Customer, including but not limited to, the pavement, curbing, fencing, underground utilities, septic systems, etc., resulting from the Hauler performing its services for the Contractor (hereinafter the "Damage"). The Contractor/Hauler contract will also provide that the Hauler will obtain an insurance policy, or modify an existing policy, to cover the property (ies) for any such Damage, and will name the Customer as an additional insured. The Customer, based upon the above, further agrees to "hold harmless" the Contractor for any such damage to the property(ies), and to not seek any relief for such damage from Contractor, but only from the Hauler and the Hauler's insurance.
- (5) **Liquidating Damages:** In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 2, or in the event Company terminates this Agreement for is Customer's default, Customer shall pay the following liquidating damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including and applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within Six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely 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.
- (6) **Assignment:** Customer understands that by signing this agreement they assign their existing waste agreement(s) to Integrated Waste Services.
- (7) **Effect of Service Agreement:** This service agreement is legally binding contract by and between Integrated Waste Services and Customer and their respective successors and assigns, subject only to the terms and conditions set forth herein. This Service Agreement shall not be affected by any changes to Customer's Premises.

ISS Initials VG

Customer Initials \_\_\_\_\_