

TRASH VALET SERVICES AGREEMENT

1. AGREEMENT. This document (this "**Agreement**") is a contract by and among I4 Waste Valet & Recycling LLC, a Florida limited liability company, which shall hereinafter be referred to as "Contractor" and the undersigned person, firm, corporation or other legal entity (the "Client"). Pursuant to the terms and conditions set forth in this Agreement, the Contractor shall provide for the benefit of Client "trash valet service" as more particularly described on attached Schedule A (Services/Schedule of Charges) (the "Services"). The residential development at which the Services are to be rendered is referred to in this Agreement as the "Property."

2. NATURE OF SERVICES PROVIDED. The nature of the Services is that of a door-to-door trash removal service pursuant to which Contractor's personnel will remove from outside the main entry way of each residence within the Property and deposit the trash at the centralized disposal area on the Property. Contractor will provide each residence with one (1) trash container that is to be used by the residence, together with a residence-provided tied trash bag, to deposit trash and place at the main entryway of the residence for removal by Contractor's personnel. Contractor reserves the right to set a non-exhaustive list of trash that can be disposed of in the trash can, and removed by Contractor's personnel as part of the Services, as may be amended from time to time by Contractor. Contractor reserves the right to set a non-exhaustive list of waste that cannot be disposed of in the trash can, and will not be removed by Contractor's personnel as part of the Services and reserves the right to set weigh limits, as may be amended from time to time (the "Excluded Waste"). Please refer to Schedule B (Collection Guidelines) for a current list of excluded waste and collection guidelines. Client agrees that it will take reasonable measures to notify residents of the Property to ensure that they (a) are aware that no Excluded Waste should be contained in any waste materials and (b) are not to overload by weight or volume (more than an average adult could carry and maneuver through a doorway without assistance) or move or alter the equipment. Should Client or Client's residents waste contain any Excluded Waste, Contractor may, at Contractor's option, (a) return it to Client and require Client to remove and dispose of such Excluded Waste at Client's expense or (b) dispose of it, in either case Client will reimburse Contractor for the out-of-pocket cost incurred by Contractor relative to the situation together with a service fee.

3. USE OF EQUIPMENT. Client will be provided with the same number of valet service collection containers as the total number of resident units in said Property. Contractor agrees to promptly replace any equipment that is damaged by Contractor or its agents, independent contractors, or employees, at Contractor's sole cost and expense. The equipment Contractor furnished to Client will remain Contractor's property and Client is fully responsible to promptly clean and return all valet service collection containers provided to Client by Contractor. Except for normal wear and tear, Client will be charged \$31.99 for each 11.4 gallon bin and \$59.99 for each 22 gallon bin for any missing or damaged containers ("Replacement Fee"). Client will use the equipment only for its intended purpose and will ensure that reasonable measures are taken to ensure its residents use the equipment only for its intended purpose. On collection visit, Client will provide unobstructed access to the applicable equipment, including, but not limited to, the container, dumpster, or compactor. If the equipment is inaccessible or overloaded by weight or volume, Contractor may charge Client to compensate Contractor for the added cost of rendering the Service in such circumstance.

4. NON-DISCLOSURE. Client and Contractor agree that this Agreement, and its terms and conditions, shall be confidential. The parties will not provide or disclose any information or details regarding the terms of this Agreement, or of the negotiation thereof, or release a copy of this Agreement to any person or entity without the express written consent of the other parties, except as may be required to enforce, or comply with a subpoena or order of any court of competent jurisdiction. Client and Contractor acknowledge that the other party shall be irreparably harmed by any violation of this section; accordingly, the injured party shall be entitled to specific performance and injunctive relief as remedies for any violation, in addition to all other remedies available at law or equity.

5. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save Client harmless from and against any and all liability which Client 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 Contractor or its employees, its agents, or independent contractors, which occurs in connection with Contractor's performance of this Agreement. Client agrees to indemnify, defend, and save Contractor harmless from and against any and all liability which Contractor 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 Client's breach of this Agreement or by any negligent act, negligent omission, or willful misconduct of Client and/or Client's employees, agents, independent contractors, and. Client shall be responsible for any loss or damage resulting from Client's or its

Client Initials:  Contractor Initials: 

residents' handling of any equipment provided by Contractor, except for normal wear and tear. Neither party shall be liable for consequential, incidental, or punitive damages arising out of the performance of or failure to perform this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE MAXIMUM CUMMULATIVE AMOUNT A PARTY WILL BE OBLIGATED TO PAY UNDER THE FOREGOING INDEMNITY IS AN AMOUNT EQUAL TO THE FEES FOR ONE MONTH SERVICE MONTH UNDER THIS AGREEMENT.

6. TERM AND TERMINATION.

(a) **TERM.** This Agreement shall be in full force and effect for an initial term of twelve (12) month (the "Initial Term") beginning (the "Initial Service Date"). Unless the Client provides written notice at least ninety (90) days prior to the end of the Initial Term or subsequent terms, then the Agreement shall be automatically renewed for an additional term of twelve (12) month and all terms and conditions of this Agreement shall be deemed to continue in effect. The Agreement shall not be terminated unless in accordance with the following Sub-Section 5(b).

(b) **TERMINATION.** This Agreement may be terminated by the Client by providing Contractor with thirty (30) days written notice or proof of change of ownership without penalty. Contractor may terminate this Agreement by providing thirty (30) days written notice to the Client.

7. ASSIGNMENT. Neither party shall assign or otherwise transfer this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that (a) the assigning party will not remain obligated under, and will not be released from its obligations under, this Agreement notwithstanding such assignment; and (b) it will not be considered unreasonable for the non-assigning party to condition such assignment on (1) the assigning party paying any and all amounts then due and payable to Contractor under this Agreement and/or (2) the assignee agreeing in writing to be bound by the terms of this Agreement.

8. FEES. Client agrees to pay the amounts due to Contractor on or before twenty (20) days after receipt of Contractor's invoices. Annually, during the thirty (30) days prior to the anniversary of the Effective Date during the Initial Term and at any time during the subsequent terms, Contractor will have the right to change (increase or decrease) the rates set forth on Schedule A, which changes will be binding on Client and effective as of the date that is thirty (30) calendar days after delivery of written notice by Contractor to Client of such change; provided, however, that the aggregate percentage increase in the rates during any twelve (12) month period will not exceed ten percent (10%). The Contractor may also impose and the Client agrees to pay a late fee for all past due amounts, which said late fee shall be an amount up to five percent (5%) of the monthly payment due, but in no event shall such late fee amount exceed the maximum rate allowed under applicable law.

9. TAXES. Each party will bear the cost of, and timely pay, any and all local, county, state, and/or federal taxes, fees, assessments and other impositions that may be imposed upon such party under the applicable laws and/or regulations.

10. ATTORNEY'S FEES. In the event of a breach of this Agreement, the non-prevailing party shall pay all reasonable attorney's fees, collection fees, and costs of the prevailing party incident to any action brought to enforce this Agreement.

11. COOPERATION OF CLIENT AND CONTRACTOR.

(a) **COOPERATION OF CLIENT.** Client represents and warrants that it has authority and permission given by the owner of the Property to enter into this Agreement to benefit the Property. If Client's compactor(s) or dumpster(s) is full, Contractor will not provide the Service to Client's Property until Client has emptied the compactors(s)/dumpster(s), after which the Services will resume with the next regularly scheduled pick-up after receipt of notice that they are empty. Client is responsible for the cleaning and emptying of the collection containers from resident move-outs. Client is required to provide Contractor with access entry gate codes and any other keys and/or authorizations (for the said service location) which Contractor will need in order to fulfill Contractor obligations under this Agreement. Client agrees to inform residents to not put out personal items (non-trash) during collection times.

(b) **COOPERATION OF CONTRACTOR.** Contractor shall observe all security and reasonable work rules at the Property and Contractor's employees shall not enter a resident's unit without the express consent of the Client's property management team and the resident, and shall not do so in the absence of an adult resident of the unit. Contractor shall, at its sole cost and expense, repair any portion of the Property, including the grounds and all buildings (including the surface of the premises), that is substantially damaged by Contractor or any of its agents, representatives, employees, contractors, or subcontractors.

12. INSURANCE. Contractor will maintain during the term of this Agreement Commercial General Liability insurance that covers its operations at the Premises, broad-form property damage, bodily injury, personal-injury hazards, and contractual liability insurance. The liability limits under each of these policies shall be respectively, \$1 million per occurrence, \$2 million in the aggregate to cover claims for bodily injury (including death resulting there from), and property damage, which may arise from or in connection with Contractor's performance or failure to perform under this Agreement or from or out of any negligent act, omission, or willful conduct by Contractor. Contractor will provide Client with a certificate of insurance, upon request, reflecting the coverage specified herein.

13. MISCELLANEOUS. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue for any cause of action arising under or related to this Agreement shall be in a court of competent jurisdiction located in the county in which the Property is located. Unless agreed to in writing by both parties, the terms and conditions of this Agreement shall apply in lieu of and supersede any conditions hand written on the face of this Agreement or in a subsequent purchase order or invoice. The representations, warranties, and indemnifications herein shall survive the termination of the Agreement. The parties hereto understand and specifically agree that time is of the essence in this Agreement

14. CAPTIONS. The captions and headings of this Agreement are for convenience in reference only and shall not be deemed to restrict the scope of coverage of any provision.

15. COUNTERPARTS. This Agreement may be executed by execution of counterpart copies or duplicate originals and all of such shall constitute one contract.

16. SEVERABILITY. Should any provision of this Agreement be declared or determined to be invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the invalid part, term, or provision shall be modified, if possible, to make it valid or, if modification is not possible, such part, term or provision shall be deemed not to be a part of this Agreement.

17. NOTICE. Unless otherwise required, all notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Client: Ascend South Creek
3060 Southcreek Blvd
Orlando, FL 32824
Attn: Tracy Lesse

If to Contractor: I4 Waste Valet & Recycling LLC
PO Box 692264
Orlando, Florida 32839
Attn: Robenson Dorvil

18. AUTHORITY. Contractor has and shall maintain all rights, permits and licenses necessary to provide the valet services. The individuals executing this Agreement on behalf of Contractor and Client hereby represent that they have full and complete actual authority to bind their respective parties to all of the terms and conditions of the Agreement. The parties to this Agreement intend the relationship between them to be one of an independent contractor and customer. No employee, agent, servant, representative or contractor of Contractor shall be or deemed to be an employee, agent, servant, representative or contractor of Client. The manner, means and method of providing the services contemplated in this Agreement are under the sole direction and control of Contractor. Contractor represents and warrants that it has in place and will maintain in effect throughout the term of the Agreement Workers Compensation

Client Initials: SH Contractor Initials: RA

and Employers Liability insurance in an amount sufficient to cover Contractor's employees, agents, servants, representatives and contractors for injuries and/or death occurring during employment with Contractor.

This Trash Valet Services Agreement has been entered into by the parties effective as of the date set forth below.

Effective Date: _____

CONTRACTOR:

I4 Waste Valet & Recycling LLC,
a Florida limited liability company

By: Roben Dorvil
Robenson Dorvil

As its: Manager

CLIENT:

Ascend South Creek [Print Name of Client]

By: [Signature]
Print Name: Shan Herskowitz

As its: Senior Director [Print Title]

Client Initials SH Contractor Initials: [Signature]