



850-238-3609

P.O. Box 2051
Lynn Haven, FL 32444

SERVICE AGREEMENT

CUSTOMER SITE INFORMATION

Site Name:	Summit Resort	Effective Date:	2/1/23	Account #:	
Service Address:	8743 Thomas Dr	Service Area:	Bay	Salesperson:	Josh Maharrey
City/State:	Panama City Beach , FL	Zip Code:		Contact Name:	Matt Duncan
Email:	summitgm@summit-resorts.com	Telephone:	850-235-8795	Fax:	
				Mobile:	

BILLING INFORMATION

Billing Name:	Summit Resorts	P.O. # Required?	
Billing Address:	Email: office@summit-resorts.com	Billing Cycle:	Customer Payment:
City/State:		Zip Code:	Contact Name:
Email:		Telephone:	Fax:
			Mobile:

EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Frequency	Compact Y/N	Locks	Wheels	Gates	Monthly Rate	Term
2	RO	C&D	20yd	On-Call	N				\$400.00/haul	12 month

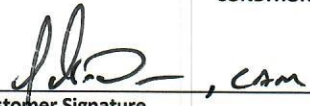
ADDITIONAL FEES

35yd Compactor:	\$300.00 haul & \$40.00/ton	Locks:	
Container Maintenance:		Franchise Fee:	
Disposal: Included		Fuel/Environmental:	
Extra Pickup:		*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice when fuel prices exceed \$3.00.	

Other

Instructions: We will also service Summit Resorts Compactor. Customer Owns compactor

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

 , *cm* 2-1-23
Customer Signature Date

Matt Duncan, *cm*, *cm*
Print Name

 2/1/23
BCC Waste Solutions, LLC Representative Date

Print Name



Collection Service Agreement Terms & Conditions

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right to provide equipment and services to collect and dispose of and/or recycle all of Customer's non-hazardous Waste Material. 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 includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulators, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

LOADING RESTRICTIONS. Container must adhere to recommended safety precautions when loading container. This includes, but is not limited to weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Service will not be rendered until these requirements are met.

2. TERM. The initial term ("Term") of this Agreement is thirty six (36) months from the Effective Date set forth above ("Initial Term").

3. SERVICES GUARANTY. If the Company fails to perform the services described within five business days of its receipt of written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of the invoice, 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, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. Company may increase the charges: to address any increase in or recoup all or any portion of fuel or environmental compliance costs; to address any change in the composition of the Waste Materials or increased in the average weight per container of Waste Materials; to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulation, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to reflect increased in disposal and/or transportation costs and increased in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reason other than as provided above require the consent of Customer, which may be received verbally, in writing, by payment of the invoice or by the actions and practices of the parties. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds.

5. CHANGES. Changes in level of service, schedule of charges, type or amount of equipment may be agreed to orally or in writing, by the parties. Oral changes shall be evidenced 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.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain on 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 to 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, 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, and additional fee for any service modifications caused by or resulting from Customer's failure to provided access.

Company shall not be responsible for any damage to Customer's property, including pavement, subsurface, curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. 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.

8. 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 Material's, after the date of this Agreement, in a facility owned by a subsidiary of Baldwin Container Company 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 the Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agent or contractors in the performance of the 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.

9. RIGHT OF FIRST REFUSAL. 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. Additionally, if Customer desires to recycle, Company had the right of first refusal.

10. 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 or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the 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 agreement, 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 to Company 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 the 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 the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.