

MUNICIPAL SOLID WASTE  
SERVICE AGREEMENT

THIS SERVICE AGREEMENT, made and entered into the (the "Agreement"), on this day, August 12, 2015 by and between Brown's Farm HOA ("Customer") and American Disposal Services of Georgia, Inc. ("Provider").

W I T N E S S E T H

WHEREAS, American Disposal Services of Georgia, Inc. currently operates a solid waste collection and hauling business serving residential, industrial, and commercial customers in and around the metropolitan Atlanta area (the "Collection Business").

WHEREAS, Denise Hindes, property manager for Brown's Farm HOA, which consists of 208 single family homes. Any amenity area will be serviced at no charge.

WHEREAS, the Parties are desirous of entering into exclusive agreement whereby American Disposal Services of Georgia, Inc. provides once per week curbside municipal solid waste removal, recycling and yard waste on **Monday**.

WHEREAS, American Disposal Services of Georgia, Inc. shall be the exclusive hauler in the above referenced development. **Service to begin November 10, 2015.**

WHEREAS, American Disposal Services of Georgia, Inc. shall provide one (1) 96-gallon cart for trash and 1 64 gallon cart for recycling for \$14.00/mth, guaranteed for three years.

**NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS**, the Parties further agree as follows:

1. **TERM** . The initial term of this agreement is 3 years from the date the agreement is signed by both parties, which shall start October 1, 2015. This agreement shall automatically renew thereafter to additional terms of twelve months each renewal term unless either party gives written notice to the other party at ninety days but no more than 180 days prior to the termination of the then existing term.
2. **SERVICES RENDERED**. Customer grants to the undersigned Provider the exclusive right to collect and dispose of all of Subdivision's waste materials (MSW, Yard Waste & Recycling) and agree residents or HOA will make payments as provided for herein and Provider agrees to furnish such services and equipment specified above all in accordance with the terms of this Agreement. Provider also has limitations on the amounts of waste we can dispose of on each weekly pick up. The limitations are as follows:
  - a. *All garbage, yard waste, and recycling must be at curb-side by the earliest possible service time on the service day in Browns Farm, 7:00am.*
  - b. *One ninety-six (96) gallon cart for trash and no more than two cubic yards in volume of additional furniture, trash, OR yard waste outside of the can.*
  - c. *Moving boxes are accepted "twenty to thirty" (20 to 30) and must be broken down completely flat and placed by the curb.*
  - d. *Yard waste must be contained in either a brown paper bag or loose in a separate trash container designated as yard waste. Loose clippings (i.e. branches and tree limbs) must be cut and bundled in sections no larger than four (4) feet in length and four (4) inches in diameter. Individual limbs and branches must not exceed four (4) inches in diameter and cannot exceed thirty (30) pounds in weight.*
  - e. *One 64 gallon Recycling cart for #1 thru #7 plastics, aluminum cans, aluminum foil & trays rinsed & cleaned, metal food & beverage cans, clear & colored glass, plastic bottles, wide mouth plastic*

Initial DM | \_\_\_\_\_

*containers & rigid plastics, newspapers, mixed paper, junk mail, magazines, phone books & catalogs, empty aerosol cans, cardboard, paperboard (including cereal boxes without the lining and frozen food packages, etc) and corrugated cardboard.*

3. **CHARGES AND PAYMENTS.**

**Exclusive Vender Rate \$14.00 per home for trash and recycling, billed quarterly to the individual resident/owner. Anyone paying one year in advance receives one month free.**

- a. This price will remain firm for the first 3 years of this Agreement. After the three years, the price will be subject to: (i) any cost increases due to Federal, state, or local government imposition of new or amended solid waste or recycling mandates, (ii) increased operating costs or increased costs due to natural disasters or acts of God, (iii) increases in disposal or recycling costs or changes in the location of disposal site that increase the distance required to unload Provider's trucks, and (iv) an annual increase equal to the greater of three percent (3%) per annum or the increase in the Atlanta Metro Area average Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Customer will be notified of any increase thirty (30) days prior to effective date.
4. **Informing homeowners.** HOA president or management company assumes full responsibility for informing all current and future residents in the development of their existing agreement with Provider, the exclusive hauler for the above referenced development. Residents in the above referenced development are responsible for canceling any existing residential service they have with Provider as well as informing Provider they are a part of the above referenced HOA and should be billed at the HOA rate on the service agreement. Provider is not responsible for any double billing that may occur due to HOA presidents' or management groups not informing their residents of their agreement with Provider or residents not informing Provider they need to cancel their individual subscription because they are a part of an HOA with the rate referenced above on this agreement. Provider is not responsible for crediting over payments to any resident, HOA, or management group based on a lack of communication between those parties or with Provider.
5. **WASTE MATERIAL.** Any liability falls on the individual homeowners, not the HOA. Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not limited to any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 as amended or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.
6. **EQUIPMENT.**
  - (a) **Responsibility.** The equipment furnished hereunder by Provider shall remain the property of American Disposal Services of Georgia, Inc.; however, Customer acknowledges that it has care custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Provider's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume) move or alter the equipment only for its proper and intended purpose. Customer agrees to indemnify defend and hold harmless the Provider against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of customers use, operation or possession of the equipment. Any liability falls on the individual homeowner, not the HOA.
  - (b) **Access.** Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick up cannot be made, Provider will promptly notify the Customer and afford the Customer's reasonable opportunity to

provide the required access; however, Contractor reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.

(c) **Definition.** The word "EQUIPMENT" as used in these Terms and Conditions shall mean all containers and bins used for the municipal solid waste removal and recycling material.

7. **EXCUSED PERFORMANCE.** Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including but not limited to acts of God and such failure shall not constitute a Default under Agreement.
8. All notices concerning termination, Provider's performance, or a dispute or inquiry about an invoice under this Agreement will be in writing and will be deemed duly served if delivered by hand to the principal office of the addressee, or if mailed postage prepaid, by Certified Mail, Return Receipt Requested, as follows:

**If to Customer, to:** All-In-One Community Management, Inc  
Att: Denise Hinds  
5200 Dallas Hwy Suite 200 #266  
Powder Springs GA 30127

\*If the address for notice to Customer is Customer's agent or representative, then such agent is solely responsible for sending all notices that it receives from Provider to Customer.

**If to Provider, to:** American Disposal Services of GA, INC.  
P.O. Box 1290  
Centreville, VA 20122-8326  
ATTN: HOA TEAM  
Tel #: (678) 720-0500

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OR AGENT OF CUSTOMER WITH AUTHORITY TO BIND CUSTOMER, HAVE READ, FULLY UNDERSTAND, AND AGREE TO THIS AGREEMENT.

Printed Name \_\_\_\_\_

\_\_\_\_\_  
American Disposal Services Territory Mgr

Signature Date \_\_\_\_\_

Printed Name Denise Hinds

[Signature]  
HOA Representative

Signature Date 8/18/15