ADDENDUM TO SOLID WASTE DISPOSAL AGREEMENT

1. **Definitions.**

a. "Acceptable Waste" means non-hazardous Solid Waste provided that the materials are disposed in the ordinary course by households or commercial establishments and are authorized for disposal at the Transfer Station pursuant to Applicable Law. Acceptable Waste shall not contain any regulated quantity of: (i) infectious waste; (ii) Hazardous Waste; or (iii) Solid Waste that does not conform to the descriptions of waste materials that the Disposal Facility is authorized to accept under Applicable Law. SS, in its sole but reasonable discretion, shall have the right to reject any material it believes does not conform to the definition of Acceptable Waste set forth in this Addendum.

b. "Applicable Law" means all local, state and federal laws, including but not limited to any permits, licenses, rules, regulations, policies, orders or similar authority, and any judicial or administrative interpretation of the same, that are in effect during the term of this Addendum and apply or relate to the performance of the County or SS under this Addendum.

c. "Fees" means federal, state, local or other taxes, fees, surcharges or similar charges related to the disposal of Solid Waste, which are imposed by Applicable Law.

d. "Hauler" means the person or entity delivering Solid Waste to the Transfer Station for processing named in the Customer Information Sheet to which this Addendum is attached.

e. "Hazardous Waste" means any waste listed, characterized, or designated as hazardous by the United States Environmental Protection Agency, pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq., and the implementing regulations, as amended from time to time) or by Florida or Georgia pursuant to any Applicable Law.

f. "Solid Waste" means garbage, rubbish, refuse, Special Waste, and other discarded materials, but only to the extent such materials are of the type and consistency that may be lawfully accepted at Class I Landfills under Applicable Law.

g. "Special Waste" means Solid Waste that requires special handling and management, including but not limited to white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, and biological waste.

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i. "Prohibited Wastes" are those waste materials that cannot be disposed of in Class I Landfills under Applicable Law, including Hazardous Waste, asbestos, biomedical wastes, biological waste, mercury-containing devices, radioactive waste, sludge and liquid wastes.

j. "Unacceptable Waste" means any Solid Waste that cannot legally be disposed at a Class I Landfill under Applicable Law. Unacceptable Waste includes Hazardous Waste and Special Waste.

k. "Class III Solid Waste" means Solid Waste that is composed of carpet, cardboard, paper, glass, plastic, furniture other than appliances, and other bulky materials that the SS may agree to accept and process and which conforms in all respects to its Authorizations.

l) "Class I Solid Waste" means Solid Waste that is composed primarily of putrescible household and commercial, non-industrial waste generated in the ordinary course of business by office, retail and similar establishments.

m) "Yard Waste" means vegetative matter resulting from routine landscaping maintenance and includes materials such a tree and shrub trimmings, grass clippings, palm fronds, trees and small tree stumps; same shall be free of plastics, garbage, and other contaminants.

n) Intentionally Left Blank.

o) "Effective Date" means the date set forth on Page 1 of this Addemdum.

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q) "Disposal Facility" means a permitted Class I Landfill.

r) "Transfer Station" means the transfer station owned by SS located at Shamrock Industrial Park, Wildwood, Florida.

2. **Representations and Warranties.**

a. Hauler represents that it shall make all reasonable efforts to ensure that any Solid Waste it presents to SS for processing at the Transfer Station will be Acceptable Waste, as defined herein. Hauler further represents that its activities under this Addendum shall be in compliance with all Applicable Law.

b. SS represents that (i) the Transfer Station is suitable to perform the services required under this Addendum; and, (ii) SS and the Transfer Station are in compliance with, and throughout the term of this Addendum shall remain in compliance with all Applicable Law.

3. **Indemnity.**

a. Hauler shall protect, defend, hold harmless, and indemnify SS (including its officials, employees, representatives and agents) from and against any and all claims, damages, demands, liabilities (including but not limited to strict liabilities), losses, delays, fines, penalties, settlements, injuries, expenses (including but not limited to expenses of investigation and litigation), costs, and attorneys' fees (including but not limited to costs and fees for trial, appeal, mediation, arbitration, and administrative proceedings) (collectively "claims"), of any kind or nature, which: (i) arise out of, result from, or relate to Hauler's operations at the Transfer Station or Hauler's activities under this Addendum; (ii) are attributable to, resulting from, or related to bodily injury, sickness, disease or death, or injury to or destruction of personal property or natural resources, including the loss of use therefrom, or pollution or contamination of the environment, or an actual or alleged violation of Applicable Law, or the breach of, misrepresentation in, untruth in, or inaccuracy in any representation, warranty or covenant by Hauler in this Addendum; and, (iii) are caused by or results from an act, omission, negligence or misconduct of Hauler or its employee, agent, designee, subcontractor, anyone employed by any of them, or anyone for whose acts anyone of them may be liable. Hauler's obligations under this paragraph are not limited by, or in any way to, any insurance coverage, or by any provision in or exclusion or omission from any policy of insurance. However, Hauler's liabilities and obligations under this paragraph do not extend to claims that are caused by, based on, or result from SS's negligence or misconduct.

SS shall protect, defend, hold harmless, and indemnify Hauler (including its officials, employees, representatives and agents) from and against any and all claims, damages, demands, liabilities (including but not limited to strict liabilities), losses, delays, fines, penalties, settlements, injuries, expenses (including but not limited to expenses of investigation and litigation), costs, and attorneys' fees (including but not limited to costs and fees for trial, appeal, mediation, arbitration, and administrative proceedings) (collectively "claims"), of any kind or nature, which: (i) arise out of, result from, or relate to SS's operation of the Transfer Station or SS's activities under this Addendum; (ii) are attributable to, resulting from, or related to bodily injury, sickness, disease or death, or injury to or destruction of personal property or natural resources, including the loss of use therefrom, or pollution or contamination of the environment, or an actual or alleged violation of Applicable Law, or the breach of, misrepresentation in, untruth in, or inaccuracy in any representation, warranty or covenant by SS in this Addendum; and, (iii) are caused by or results from an act, omission, negligence or misconduct of SS or its employee, agent, designee, subcontractor, anyone employed by any of them, or anyone for whose acts anyone of them may be liable. SS's obligations under this paragraph are not limited by, or in any way to, any insurance coverage, or by any provision in or exclusion or omission from any policy of insurance. However, SS's liabilities and obligations under this paragraph do not extend to claims that are caused by, based on, or result from Hauler's negligence or misconduct.

To the extent that SS and Hauler are joint tortfeasors, losses shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes (the Uniform Contribution Among Tortfeasors Act).

b. Subject to the limitations on damages in Paragraph 12, below, SS's and Hauler's indemnities are expressly intended to also include any claims arising under applicable environmental laws and rules, including but not limited to claims based on strict liability.

c. Each of SS and Hauler understands and agrees that the obligations set forth in this Paragraph 3 will survive the termination or expiration of this Addendum.

4. **Title to and Acceptance of Solid Waste.** Title to and all risk of loss and responsibility for Acceptable Waste shall remain with Hauler until such waste is unloaded from Hauler's trucks at the Transfer Station and accepted by SS, at which time risk of loss, responsibility, and title to the waste shall pass to SS. In no case shall title to or responsibility for Unacceptable Waste, as defined herein, pass to SS. SS shall have the right to refuse to accept any Solid Waste that is not Acceptable Waste.

5. **Transfer Station Operations.** Hauler acknowledges the right of SS to make and enforce reasonable rules and regulations regarding Hauler's use of the Transfer Station. Hauler, its designees, and agents shall abide by such rules as established from time to time.

6. **Rates.**

a. Handling Fee Paid by Hauler to SS. The initial rate per ton for handling Acceptable Waste delivered by Hauler to SS Transfer Station shall be $46.00 per ton.

b. Weighing, Billing and Payment. SS shall weigh all Hauler trucks delivering Acceptable Waste to the SS Transfer Station for handling. At the end of each month SS shall prepare a report that identifies the amount of Acceptable Waste delivered to the SS Transfer Station by Hauler during the preceding month. Such report shall be delivered to Hauler within fifteen (15) days after the end of each month. All uncontested amounts shall paid within thirty (30) days after the end of the month. Interest shall run on such past due amounts at the rate of 1.0% per month.

7. **Adjustment to Rates.** SS may adjust rates by providing sixty (60) days written notice to Hauler.

8. **Insurance.**

a. Without limiting Hauler's indemnity obligations, Hauler shall maintain the following insurance and all insurance that may be required under Applicable Law:

1. Workers' Compensation as prescribed by law and employer's liability insurance of not less than $500,000;

2. Comprehensive General Liability (bodily injury and property damage) of not less than $5,000,000 combined single limit per occurrence, including (i) contractual liability to cover liability assumed under this Addendum, and (ii) product and completed operations liability;

3. Automobile Liability (bodily injury and property damage) of not less than $5,000,000 combined single limit per occurrence on all owned, non- owned and hired vehicles;

4. Pollution Liability for sudden pollution incidents and non-sudden pollution incidents of not less than $5,000,000 per occurrence and in the aggregate.

Hauler shall provide SS with certificates or other documentary evidence of the above insurance. The above insurance shall include a requirement that the insurer provide SS with thirty (30) days' written notice prior to the effective date of any cancellation or material change in the insurance. The insurance in subparagraphs (2), (3) and (4) shall name the SS as an additional insured and provide primary coverage with respect to the SS.

b. Without limiting SS's indemnity obligations, SS shall maintain the following insurance and all insurance that may be required under Applicable Law:

1. Comprehensive General Liability (bodily injury and property damage) of not less than $5,000,000 combined single limit per occurrence, including (i) contractual liability to cover liability assumed under this Agreement, and (ii) product and completed operations liability;

2. Automobile Liability (bodily injury and property damage) of not less than $5,000,000 combined single limit per occurrence on all owned, non- owned and hired vehicles; and,

3. Pollution Liability for sudden pollution incidents and non-sudden pollution incidents of not less than $5,000,000 per occurrence and in the aggregate.

9. **Termination.** Either party shall have the right to terminate this Addendum in the event of a material breach of this Addendum which is not cured within thirty (30) days after receipt of written notice; provided, however, if the breach is such that more than thirty (30) days is required for its reasonable cure, then this Addendum shall not be terminated as long as the party alleged to be in breach has promptly commenced such cure within the said thirty (30) day period and is thereafter diligently pursuing it. Notwithstanding any cure that may be affected pursuant to this paragraph, the non-breaching party shall be entitled to any other relief provided in this Addendum or by law or in equity.

10. **Notices.**

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered in person, by telecopy, by an overnight delivery service, or by certified or registered mail to the other party at the following addresses:

If to Hauler: As set forth in the Customer Information Sheet to which this Addendum is attached.

If to SS:

Sumter Sanitation, LLC
1020 Lake Sumter Landing
The Villages, Florida 32162
Attention: John F. Wise

With a required copy to:

Steven M. Roy, Esq.
McLin Burnsed
PO Box 1299 (32158)
1028 Lake Sumter Landing
The Villages, Florida 32162

Any party may change the addresses or persons to which notices are to be sent by giving notice to the other party.

11. **Force Majeure.** Neither party shall be liable to the other for the failure to perform its duties and obligations under the Addendum or for any resultant damages, loss, or expenses, if such failure was the result of: an act of God; riot; insurrection; war; catastrophe; natural disaster; compliance with any law, regulation, or order, whether valid or invalid, of any governmental body or instrumentality; or any other cause beyond the reasonable control of such party, and which the affected party was unable to avoid by the exercise of reasonable diligence. In the event any delay due to Force Majeure occurs or is anticipated, the affected party shall promptly notify the other party of such delay, describing the cause and estimated duration of such delay. Further, the affected party shall use reasonable efforts to remove any Force Majeure condition.

12. **Limitation on Damages.** Neither party shall be liable to the other for special, consequential, or punitive damages arising out of the performance of this Addendum.

13. **Amendments.** No amendment or modification of the terms and conditions of this Addendum shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Addendum.

14. **Relationship of the Parties.** This Addendum shall not in any manner be construed so as to create the relationship of principal and agent or a partnership or joint venture or of any association between SS and Hauler. The parties hereto agree to act as independent contractors and as such, except as otherwise specifically set forth in this Addendum, each party shall be liable for its own business operations, insurance, taxes, licenses, permits, expenses and all other liabilities.

15. **Remedies and Attorneys' Fees.** The remedies provided in this Addendum are cumulative and supplemental to any other remedies provided at law or in equity. If any controversy, claim or dispute between the parties arises out of or relates to this Addendum or the breach hereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fees, which shall be determined by the court if the matter is litigated, or otherwise in a separate action brought for that purpose if the matter proceeds to binding arbitration.

16. **Assignment and Subcontracting.** Neither party may assign, transfer or otherwise vest in any other entity or person any of the rights or obligations under this Addendum without the prior written consent of the other party, which consent may be withheld in its sole discretion. Nothing herein shall prevent Hauler from subcontracting transportation services provided under this Addendum.

17. **Entire Agreement.** This Addendum constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, discussions and representations relating to the subject matter.

18. **Miscellaneous.** This Addendum shall be governed by and construed in accordance with the laws of the State of Florida, and it shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. Hauler shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Addendum. Any action to interpret or enforce this Addendum shall be brought and maintained in the State of Florida. Venue shall be in Sumter County, Florida. A facsimile signature of any party shall be considered to have the same binding legal effect as an original signature.