

ATLANTIC DISPOSAL – TERMS OF USE

By purchasing waste hauling through a purchase order with Atlantic Disposal, you, the undersigned customer, agree to be bound by these Terms of Use contained herein. Your purchasing of waste hauling is a contract (“agreement”) between you and Atlantic Disposal, a Florida limited liability company having its principal place of business at 2109 Dobbs Rd. St. Augustine, FL 32086. Please read these terms carefully.

By signing these terms and entering into this agreement with Atlantic Disposal, you:

Acknowledge and agree that you have read the terms, understand them, and agree to be legally bound by them;

Acknowledge and agree that you are binding the company, organization or other legal entity for which you are acting, or if there is no company, on behalf of yourself as an individual, to the terms contained herein;

Acknowledge and agree that you have the right, power and authority to act on behalf of and bind your company or yourself to the terms contained herein;

Acknowledge and agree that these terms may change from time to time, and you are responsible for reviewing them before each and every purchase order of waste hauling from Atlantic Disposal. We recommend that you print and keep a copy of these terms (and any other documents referred to in these terms) for your reference.

ORDERS

1.1 By signing these terms and submitting payment, you agree to purchase waste hauling services from Atlantic Disposal subject to these terms.

1.2 You represent that you are 18 years of age to submit a purchase order for waste hauling.

You consent to the use of any information submitted to Atlantic Disposal to complete the purchase order.

1.3 A purchase order submitted by you constitutes an irrevocable offer by you to Atlantic Disposal to purchase waste hauling subject to these terms and is subject to subsequent acceptance and fulfillment by Atlantic Disposal.

1.4 You will receive an order confirmation/receipt from Atlantic Disposal once your purchase order has been accepted and sent to be processed for fulfillment. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your purchase order. Atlantic Disposal may cancel your purchase order at any time and for any reason prior to fulfilling your purchase order; if this is the case, Atlantic Disposal will issue a refund pursuant to paragraph 9 herein.

1.5 If Atlantic Disposal is unable to process payment using the payment method you provided with your purchase order, or if we have reason to believe that you (1) are ineligible to purchase products or services from Atlantic Disposal either as a result of breach of these terms or by virtue of applicable law or otherwise, (2) are otherwise in breach of these terms, or (3) have engaged in fraud or criminal activity in connection with your use of any products or services then, without prejudice to any other rights, we may do any or all of the following: (a) stop any products or services being fulfilled to you; or (b) stop or suspend on going access to products or services.

PRICE, RENTAL PERIOD, AND PREMIUM SERVICES

2.1 The price for the waste hauling you order, and any additional charges applicable to your purchase order, will be quoted to you over the phone or in person. Atlantic Disposal may participate in or accept digital, online, or electronic purchase orders.

2.2 For commercial accounts, twenty-eight (28) days of dumpster use are included in your waste hauling agreement. The days begin at drop-off and end at pick-up; additional days will be charged at a rate of \$10.00 per day. 30 days after the contracted rental period completion date, Atlantic Disposal may automatically bill the payment on file for your rental charges.

2.3 For residential accounts, fourteen (14) days of dumpster use are included in your waste hauling agreement. The days begin at drop-off and end at pick-up; additional days will be charged at a rate of \$10.00 per day. 30 days after the contracted rental period completion date, Atlantic Disposal may automatically bill the payment on file for your rental charges.

2.4 It is your responsibility to understand the terms of the rental period. When your rental period is ending, it is the responsibility of the customer to schedule the pick-up of the container you rented. You must provide at least 24-hour notice for removal. You will not be contacted about your rental period coming to an end.

TAXES

3.1 All prices quoted and amounts payable by you are inclusive of any tax, levy, or similar governmental charge that may be assessed by any jurisdiction, unless stated otherwise. Any additional charges will be made clear in the scheduling of the order, and will be reflected in the purchase order.

PAYMENT METHODS

4.1 Atlantic Disposal accepts cash and personal checks, Visa, Mastercard, and both credit and debit cards for payment of a purchase order. Only payment methods recognized by Atlantic Disposal will be accepted by Atlantic Disposal. Atlantic Disposal does not offer any credit terms. If you elect to use the services of a third-party payment or billing provider in connection with your purchase from us, and provided Atlantic Disposal accepts payments from such third-party provider on your behalf, your use of such services will be subject to third-party providers' own terms. Atlantic Disposal is not responsible for, and you agree to hold us harmless from and against, any liability resulting from the acts or omissions of any third-party payment or billing provider. Additionally, Atlantic Disposal is not liable for any fees associated with your use of a third-party resource.

4.2 Payment shall be made by the payment method selected in your purchase order. Atlantic Disposal will charge credit or debit cards on fulfilling your waste hauling to you. Atlantic Disposal reserves the right to verify and/or authorize credit or debit card payments prior to acceptance of your purchase order. Once your purchase order has been accepted, Atlantic Disposal will send you an order confirmation/receipt confirming your purchase and the amount that has been charged to you. Even if you are paying with cash, you must provide a credit card for us to have on file in order to secure payment.

4.3 In the event that you are set up as a billing client, all payments must be received within 30 days of the invoice date, unless other terms have been previously agreed to. All first-time customers must prepay prior to fulfillment of any purchase order. Atlantic Disposal will keep your credit card on file. In the event that payment is not received in a timely manner Atlantic Disposal reserves the right to charge your credit card for the amount due.

USE OF DUMPSTERS

5.1 All references in this agreement to "waste hauling" shall mean the delivery, temporary use, and pick-up of one or more of Atlantic Disposals dumpsters.

5.2 You agree to use the dumpster in a manner consistent with the common use of a dumpster utilized as specified. Common uses include Municipal Solid Waste (MSW), which includes common household waste, and Construction and Demolition (C&D) debris and related waste items in connection with the construction, remodeling, repair and demolition of structures (e.g., masonry materials, roofing materials, wood, wood products, wall or floor coverings, plaster, drywall, electrical wiring, non-asbestos insulation and floor tile, blocks, bricks, and clean rubble). You shall not mix MSW and C&D in the same dumpster. Any mixing of MSW and C&D shall result in additional charges.

5.3 You agree that you are familiar with all federal, state, and local laws regarding the generation and disposal of solid and hazardous waste and that the materials placed in the dumpster, whether by you or by others, may be lawfully disposed of in a construction and demolition or municipal solid waste landfill respectively. You agree that you are the legal "generator" of any materials placed by you or others in the dumpster and that you are arranging for the disposal of such material. Under no circumstances shall Atlantic Disposal be deemed to be the "owner", "operator", or "arranger" of any material placed in the dumpster as those terms are defined and implemented under the Resource Conservation and Recovery Act (CERCLA). In particular, you agree that none of the following items will be placed in the dumpster, whether by you or others:

Paint, paint waste, industrial or liquid waste or sludges, hydraulic fluids, antifreeze, gasoline, propane, oil, petroleum or solvents (e.g., thinner, mineral spirits, acetone, methyl ethyl ketone (MEK), isopropyl alcohol (IPA), chlorinated solvents);
Tires;

Hazardous substances or hazardous material, flammable, or toxic substances, materials, or wastes as defined or regulated under all federal, state, and local environmental, health, and safety laws (e.g., RCRA-characteristic wastes, RCRA-listed wastes, medical or infectious waste, pesticides, polychlorinated biphenyls (PCBs), batteries, ammunition, explosives, aerosol cans, etc.); the term “hazardous” material includes but is 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 (RCRA) of 1976, as amended or applicable by law;

Asbestos or asbestos-containing materials (e.g. pipe wrap, gaskets, insulation, flooring, tile, and roofing);

Fluorescent lamps and bulbs or any light ballasts or other materials that may contain PCBs, mercury, or other hazardous substances or wastes;

Electronics, TVs, computers, monitors, and related electronic waste, including any cathode ray tube (CRT) monitors;

Appliances and white goods (e.g., microwaves, refrigerators, ovens, washers, dryers, etc.);

Lead-acid batteries or lead-based paint wastes from abatement and removal activities (e.g., paint chips, dust, debris, etc.), or related wastes from renovation and repair activities where lead-based paints are remediated or removed;

Dead animals, animal waste, or human waste;

Spent sand-blasting media or similar blasting media, unless analytical testing demonstrates the presence of no heavy metals (i.e., lead, copper, chromium, etc.);

Dirt, clay, mud, sand, concrete, steel or other heavy materials (except when authorized by Atlantic Disposal);

Any other items that would violate local, state, or federal ordinances, regulations, statutes or common law to dispose of in the appropriate landfill;

Commercial customers are assumed to only need disposal of C&D waste unless otherwise agreed to in advance.

Additional charges may apply to MSW (Municipal Solid Waste) placed in C&D containers.

5.4 Clean loads – In some cases, Atlantic Disposal may be able to extend reduced rates for clean loads. A clean load is defined as a load with a specified material type that is not mixed with any other material. For example: a concrete dumpster would have only concrete and no other material. Some additional examples include: wood, cardboard, metal or dirt. Please ask in advance if you have a question regarding your waste type and if it qualifies for a reduced rate.

5.5 You agree not to fill the dumpster past the top edges of the dumpster, and you agree not to exceed the contracted weight limit. Exceeding the contracted weight limit will result in extra charges of \$75 per ton over the contracted weight limit. In no instance shall any container exceed the current DOT weight limits. In that event, Atlantic Disposal reserves the right to refuse transportation.

5.6 You agree to have a clear area in your driveway or other agreed upon spot for safe placement of the dumpster, both at the time of delivery of the dumpster, and at the time of pickup of the dumpster. You agree to have a minimum clearance of 6 feet on the end of the dumpster with the door and a minimum clearance of 3 feet on each side of the dumpster.

5.7 You agree not to ask Atlantic Disposal to place the dumpster on any part of a sidewalk, road, or other public property, unless you provide a copy of the local, state or federal permits required for placement of a dumpster on a sidewalk, road, or other public property. You agree to provide the permit (if needed) at least seven (7) days in advance of the expected or scheduled date of delivery of the dumpster.

5.8 You agree to not damage or modify the dumpster, in any way, while on your property and in your care. This includes but is not limited to damaging the exterior side walls, signs, sign plates, doors, hinges or locking hardware.

5.9 By contracting with Atlantic Disposal for waste hauling services, you are aware that we are operating large, heavy trucks and we are not responsible for any and all damages caused by our vehicles or our dumpsters while on your property or in fulfillment of this service.

5.10 You represent and warrant that any right of way provided by you for Atlantic Disposal’s equipment is sufficient to bear the weight of all Atlantic Disposal’s equipment and vehicles reasonably required to perform the services herein

contracted. Atlantic Disposal shall not be responsible for damage to any private driving surface, pavement or accompanying sub-surface of any route reasonably necessary to perform the service herein being contracted.

5.11 By submitting payment for a purchase order for waste hauling, you agree that you are content to be bound by, and to use each product and/or service in accordance with, these terms.

5.12 You shall not overload the containers, nor use them for incineration purposes. You shall not overload the containers with dirt, broken concrete, or heavy materials. Any overload of this nature will be dumped and reloaded at your expense. In the event that a container cannot be hauled due to an overload, the rubbish will be removed from the container, and it will be your responsibility to clean up the debris. Atlantic Disposal reserves the right not to haul any overloaded containers. You will be responsible for any charges incurred by Atlantic Disposal for a container being overloaded. The credit card on file will be processed for any additional charges. If you have any questions, please call before loading.

PENALTIES

6.1 You agree to pay the following penalties if you violate these terms:

For violating section 5.3 of the terms, you agree to pay all costs associated with the lawful disposal of said items. In the event that the material in question requires disposal at an alternate facility, you agree to pay a \$200 trip charge in addition to the disposal charges. Any tires left in a container will result in additional charges per tire.

For violating section 5.5 of these terms, you will be required to remove the contents to an acceptable level or weight. You will be charged a trip charge in the amount of \$200. If this violation is not resolved prior to your initial term then you will be charged \$10 per day until the violation is resolved and you can be scheduled for a new pick-up.

For violating section 5.6 of these terms, in the event that Atlantic Disposal is delayed more than 20 minutes on your site, or unable to deliver, swap or pick up the dumpster (ex: obstructions, lack of site preparation, improperly loaded dumpster, etc.), you will be assessed a trip charge of \$200. If this violation is not resolved prior to your initial term you will be charged \$10 per day until the violation is resolved and you can be scheduled for a new pick-up.

INDEMNIFICATION

7.1 You agree to indemnify and hold harmless Atlantic Disposal and its directors, officers, employees, agents, stockholders, owners, affiliates, and subcontractors from and against all allegations, claims, actions, suits, local, state and federal law violations, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including, without limitation attorneys' fees and costs) which arise out of, relate to, or result from (a) any act or omission by you in connection with the delivery, placement, use, pick-up and dumping of the dumpster; or (b) any breach of this agreement by you.

DELIVERY

8.1 Waste hauling purchased by you will be executed at the date indicated on your purchase order or at a time consistent with dumpster availability.

8.2 Dumpster shall be delivered to the address you provide at the time agreed with Atlantic Disposal per your purchase order. If payment has not already been made up front, payment shall be made upon delivery.

CANCELLATION AND REFUND

9.1 You may cancel your waste hauling one (1) business day prior to the dumpster being delivered for a full refund. However, if you purchased the waste hauling with a credit card, the transaction fee will be deducted from your refund.

9.2 Any same-day cancellation will result in a \$200 charge.

LIMITATION OF LIABILITY

THE MAXIMUM CUMULATIVE AND AGGREGATE LIABILITY OF ATLANTIC DISPOSAL AND ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, AND THEIR EMPLOYEES, OFFICERS, AND

DIRECTORS, FOR ALL COSTS, LOSSES OR DAMAGES FROM CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS EXPRESSLY LIMITED TO THE AMOUNT OF YOUR PURCHASE ORDER. ANY RELATED BREACH OR NON-PERFORMANCE OF THIS AGREEMENT, NO MATTER HOW FUNDAMENTAL, IS LIMITED TO YOUR DIRECT DAMAGES ONLY AND SHALL, IN NO INSTANCE, EXCEED THE TOTAL VALUE OF THAT PURCHASE ORDER. IN NO EVENT SHALL ATLANTIC DISPOSAL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, REVENUES, CONTRACTS, CUSTOMERS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF REPLACEMENT GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED COST SAVINGS EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR SAME WERE REASONABLY FORESEEABLE. YOU ACKNOWLEDGE THAT THE AMOUNTS CHARGED FOR YOUR PURCHASE ORDER FAIRLY REFLECT THIS ALLOCATION OF RISK. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ENTIRE AGREEMENT

These terms (and any documents incorporated herein by reference) constitute the entire agreement between you and Atlantic Disposal relating to the purchase of waste hauling and supersede and render of no legal effect all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no warranties, representations or other agreements between you and Atlantic Disposal in connection with waste hauling purchased related to this purchase order except as specifically set forth in these terms.

Except as expressly set out in this agreement (or any of the documents incorporated herein by reference), all warranties, terms, conditions and undertakings, express or implied, are excluded to the fullest extent permitted by applicable law. You further acknowledge that no additional or different terms or conditions submitted on any purchase order issued by you or otherwise referred to by you, including any preprinted terms, shall be applicable to this purchase order or binding Atlantic Disposal unless specifically agreed to in writing by an authorized representative of Atlantic Disposal.

You acknowledge that i) Atlantic Disposal is under no obligation to proceed with or implement any Atlantic Disposal business or product plans, product road maps and proposed product specifications that Atlantic Disposal may have discussed with you, including those discussed pursuant to confidentiality agreements; ii) any statements by Atlantic Disposal, including in connection with such plans, are not intended to be a promise or guarantee of future delivery of products, services or features; and iii) you do not rely on, and shall have no remedy in respect of, any promise, assurance, undertaking, representation or statement made (whether innocently or negligently) by any other party or any other person except as expressly set out in this agreement, in respect of which your sole remedy shall be for breach of contract.

MISCELLANEOUS

This agreement shall be governed by and construed under the laws of the State of Florida without regard to choice of laws and principles.

Atlantic Disposal may engage the services of subcontractors or agents to assist Atlantic Disposal in the performance of its obligations under these terms.

You may not assign or transfer your rights under these terms, and any purported assignment or transfer shall be void.

No relaxation, forbearance, delay or indulgence by either you or Atlantic Disposal in enforcing any of these terms or the granting of time by either party to the other shall prejudice or restrict such rights and powers. No waiver of any term or condition of these terms shall be effective unless made in writing by the party making such waiver.

If, for any reason, a court of competent jurisdiction finds any provision or portion of these terms to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction in relation to the transaction to which these terms relate, the remainder of these terms (to the fullest extent permitted by law) will continue in full force and effect in relation to that transaction.

Atlantic Disposal shall not be in breach of these terms in the event that it is unable to perform its obligations as a result of any reason or condition beyond its reasonable control.

Any litigation between the parties shall be commenced and maintained exclusively in the state or federal courts located in St. Johns County, Florida. The parties expressly submit themselves to the jurisdiction of such courts, including personal jurisdiction.

If, for any reason, a court of competent jurisdiction finds any provision of these terms invalid or unenforceable, that provision of these terms will be enforced to the maximum extent maximum extent permissible and the other provisions of these terms will remain in full force and effect.

In any proceedings to collect any amounts due under this agreement, Atlantic Disposal shall be entitled to collect its reasonable attorneys fees and costs.

WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY LAWSUIT RELATED TO OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT. THE PARTIES AGREE THAT BY SIGNING THIS AGREEMENT ANY SUCH LAWSUIT WHICH CURRENTLY EXISTS OR MAY ARISE IN THE FUTURE WILL BE HEARD AND DECIDED BY A JUDGE RATHER THAN A JURY AND THE PARTIES EXPRESSLY AGREE TO WAIVE ANY RIGHT THEY OTHERWISE MAY HAVE TO A JURY TRIAL UNLESS OTHERWISE PROHIBITED BY LAW. THE PARTIES RETAIN ALL OTHER SUBSTANTIVE AND PROCEDURAL RIGHTS, EXCEPT THE RIGHT TO A JURY TRIAL.

By signing below, you, the customer, acknowledge and agree to the terms outlined in this agreement.

I Acknowledge I have read and understand the terms above.

Please submit payment to:

Atlantic Disposal

2109 Dobbs Rd.

St. Augustine, FL 32086

Signature:

Date:

Thank you for your business!