

Waste Management Inc. of Florida 2700 Wiles Road Coconut Creek, FL, 33073 (305) 471-4444

WM Agreement # Customer ID

S0011395910

Acct. Name

Salesperson

Anshley Sardinas 2/28/2019

HAVANA OCEAN TEN. LLC

Effective Date Last Pl Date

Service Agreement

Non-Hazardous Waste Service Summary

	di dodd vraot	NAME OF STREET	Carminary						
Service Information HAVANA OCEAN HECTOR HURTADO				Billing In	Billing Information				
Name	TEN, LLC 940 OCEAN DR	Contact	HECTOR HURTADO	Name	HAVANA OCEAN TEN, LLC	Contact	HECTOR HUR	TADO	
Address			(786) 298-9642	Address	1370 WASHINGTON AVE	Telephone #	(756) 298-9542		
City State Zip	MIAMI BEACH, FL 33139-5013	Fax#		City State Zip	MIAMI BEACH, FL 33139-4261	Fax#			
County/Parish	MIAMI-DADE	Email	hector@verestaurants.co	m County/Parish	MIAMI-DADE	Email	hector@verest	aurants.co	
Customer Com	ments:			PO#					
Service D	escription & F	Recurring	Rates	T - 38 (8)	F 31 W.				
Quantity 1	Equipo 2 Yard		Material Streem MSW Commercial	Frequency 7xPar Week	Base Rate Container Service Plan Lock Service Recurring Franchise Fee Feel & Environmental/RCR		\$ \$ \$ \$	400.05 9.95 0.00 120.77 154.12	
No increase to Ba	sse Rate during first 12 mo	nths of Contract To	erm, except as provided in Sectio	n 4(b)(l) – (v) of this Ag					
	Current rate for Extra Pickup (per Lift): \$ 125.00 Franchise Fee Percentage: 21.50% *				MONTHLY YOTAL \$ 684.59				
Quantity 1 No encrease to Ba	2 Yard FEL	Recycling	Material Stream Single Stream Recycling erm, except as provided in Section	Frequency 2xPer Week n 4(b)(i) – (v) of this Ag	Base Rate Lock Service Recurring Fuel & Environmental/i		\$ \$ \$	150 00 0.00 56.38	
Current rate for Extra Pickup (per Lift): \$ 125.00					BONTHLY TOTAL: \$ 206.38				
	e Materials not to exceed a ne Service Charges		As Needed Servic The above listed Cha	rges are for recurring	Administrative Charge MONTHLY GRAND TOTA g services only. Charges but are not limited to: e int for a full list of such a	for all additiona	vo leunmar raniel	272200 200	
rsc, Evc and invoicing based Malerial Offset,	on a percentage of the	bove are estima Charges, Inform pplicable franch	"), and Regulatory Cost Reco ted based on current FSC 14, nation about these charges ca ise fees will also be added to	very Charge ("RCR", 49%, EVC 16,00%, in be found at www.	apply to all other Charge RCR 3,60%, and actual	ges whether or n amounts will be	ot listed on this sur calculated at the ti	nmary. me of	
Charges as allo	wed by Section 4(b) an	d Company to se	g the Contract Term.Unless s eek other price increases subj nd Customer's payment of, or	ject to Customer's co	insent under Section 4(e	mer should expension of this Agreem	ct Company to incr ent. Consent to pri	ease ce	
Contract Te	erm is for 3 year(erms of 36 mont	s) from the	Effective Date ('Initia al Term') unless term	il Term') and it inated as set f	shall automatica orth herein.	illy renew th	nereafter for	-	

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which mmary sheet and that he/she has the authority to sign on behalf of the customer.

Waste Management Sales Rep.

Terms and Conditions on following page(s)

Waste Management will provide a one-time credit of 1400.00

after the 3rd month of uninterrupted services at the new account. At L

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the attached service summary (the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

Agreement without penals:

(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the attached Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. 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 solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es), Waste Materials includes "Special Waste", such as industrial process wastes, asbestoo-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debns, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) 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 regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations, (unless tendered to Company pursuant to an additional Exhibit L to this Agreement). (iv) any other items or material prohibited by federal, state or local laws

- 2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (t) if as a result of Customer's breach of Section 5. Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES: ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.mc.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

(b) PERMITTED PRICE INCREASES Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer bereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge. Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increases in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("Pl Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or prof

(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing. Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase. Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies. Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

- 5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer signs up for the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program amend or modify the terms and conditions of this Agreement. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances. Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in

its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

- 7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal (ses. if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly, Charges) multiplied by six (6), or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.
- 8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Cumpany or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages urising out of the performance or breach of this Agreement.
- RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer
 of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party
 offer prior to Customer agreeing to such third party offer.
- 10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS). Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). CLASS ACTION WAIVER: Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. EXCLUDED CLAIMS: The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.
- 11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, 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) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, WM ezPay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement represents the entire agreement between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Coustomer of a different address for written not
- 12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:
- (a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, acrosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.
- (b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. Company may reject in whole or in part, or may process, in its sole discretion. Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Excluded Materials, and/or all or part of non-conforming loads.
- (c) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com.
- (d) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages.
- damages shall be determined by calculating actual damages rather than such liquidated damages.

 (e) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.