



2011 Clearwater Regional Chamber of Commerce Medium Business of the year

## SERVICE AGREEMENT

BETWEEN SOLAR SANITATION, INC.

P.O. BOX 7057, CLEARWATER, FL 33758

Phone: 727-535-0447 and

|                  |   |          |                          |
|------------------|---|----------|--------------------------|
| Customer Name    | BAY POINTE VILLAS CONDO ASSOCIATION     |          |                          |
| Customer Pick Up | 9485 HAMLIN BLVD                        | SEMINOLE | FL 33776                 |
|                  | Title                                   |          |                          |
| Phone            | 727-381-8811                            | Email    | BALLOUMARGARET@YAHOO.COM |
| Billing Name     | AMERI-TEC COMM MGMT INC                 |          |                          |
| Address          | 24701 US HWY 19 N SUITE 102             |          |                          |
| City             | CLEARWATER                              | State    | FL Zip Code 33763        |
| Contact Name     | Title                                   |          |                          |
| Phone            | 727-726-8000                            | Email    | KBANTA@AMERITECHMAIL.COM |
| Service          | (1)8YD TRASH DUMPSTER PICKED UP 1X WEEK |          | \$ 166.10                |

\*\*\*RATE LOCK FOR THE FIRST YEAR.7% INCREASE APPLIED  
EACH YEAR AFTER, FOR THE NEXT FOUR YEARS.

Monthly Rate Total: \$166.10

THIS AGREEMENT SHALL INCLUDE COLLECTION AND DISPOSAL OF SOLID WASTE, PAPER, AND CARDBOARD MATERIAL OF CUSTOMER ("SOLID WASTE"), EXCLUDING HAZARDOUS OR INFECTIOUS MATERIALS. TO ENSURE TIMELY PICK UP OF CUSTOMER'S SOLID WASTE, CUSTOMER SHALL PLACE THE SOLID WASTE ON CUSTOMER'S PROPERTY ADJACENT TO THE RIGHT-OF-WAY. SOLAR SHALL NOT BE OBLIGATED TO COLLECT ANY SOLID WASTE NOT PLACED ADJACENT TO THE RIGHT-OF-WAY. THIS AGREEMENT IS FOR A TERM OF 60 MONTH (EACH 60 MONTH TERM IS HEREAFTER REFERRED TO AS "CONTRACT TERM") AND SHALL BE AUTOMATICALLY RENEWED FOR 1 YEAR TERMS WITHOUT ACT OF EITHER PARTY, UNLESS TERMINATED EARLIER AS HEREIN PROVIDED. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY HERETO BY SENDING NOTICE OF CANCELLATION 60 DAYS PRIOR TO THE END OF ANY CONTRACT TERM TO THE NON-TERMINATING PARTY ("NOTICE OF TERMINATION"). THE NOTICE OF TERMINATION SHALL BE BY UNITED STATES MAIL RETURN RECEIPT REQUESTED, SPECIFYING THAT THE TERMINATING PARTY INTENDS TO TERMINATE THIS AGREEMENT ON THE LAST DAY OF THE THEN CURRENT CONTRACT TERM.

ADJUSTMENTS IN THE VOLUME OF SOLID WASTE SHALL NOT AFFECT THE REMAINING TERMS AND CONDITION SET FORTH HEREIN EXCEPT WITH RESPECT TO A REVISED PRICE FOR SUCH ADJUSTED VOLUME. THE MONTHLY CHARGE WILL BE INCREASED PROPORTIONATELY TO COINCIDE WITH INCREASES IN COSTS INCURRED BY SOLAR, INCLUDING, BUT NOT LIMITED TO, PERCENTAGE INCREASE DECLARED BY THE PINELLAS COUNTY RESOURCE RECOVERY FACILITY (DUMPING FEES), CONSUMER PRICE INCREASES, FUEL COST, INSURANCE COST AND ANY COST INCREASE WHICH WILL PUT FINANCIAL CONSTRAINTS ON SOLAR SANITATION.

PICK UP FOR ANY OUT OF THE ORDINARY OBJECTS AND ALL MAJOR APPLIANCES REQUIRE ADVANCED NOTICE BY PHONE TO THE OFFICE OF SOLAR AND MAY BE REQUIRED ADDITIONAL CHARGES, AS REASONABLY DETERMINED BY SOLAR. IN CASE OF STORM DAMAGE, PICKUP WILL BE DETERMINED BY THE COST OF THE DUMP AND HOURLY WAGE FOR MANPOWER, AS REASONABLY DETERMINED BY SOLAR.

SOLAR SHALL NOT BE IN DEFAULT HEREUNDER UNLESS SOLAR FAILS TO PERFORM OBLIGATIONS REQUIRED OF SOLAR WITHIN A REASONABLE TIME, BUT IN NO EVENT LATER THAN (30) DAYS AFTER WRITTEN NOTICE BY CUSTOMER TO SOLAR SPECIFYING THE OBLIGATION THAT SOLAR HAS FAILED TO PERFORM ("GRACE PERIOD"). IF SOLAR CURES ITS DEFAULTS WITHIN THE GRACE PERIOD, SOLAR SHALL NOT BE DEEMED IN DEFAULT HEREOF. IF SOLAR DOES NOT CURE ITS DEFAULT WITHIN THE GRACE PERIOD, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT, IN CASE BOTH PARTIES SHALL BE RELEASED FROM FURTHER LIABILITY HEREUNDER (EXCEPT PAYMENT OBLIGATIONS OF CUSTOMER ACCRUING PRIOR TO ANY TERMINATION). NOTWITHSTANDING ANY OTHER PROVISION HEREOF, SOLAR SHALL NOT BE IN DEFAULT HEREUNDER FOR FAILURE TO PERFORM ANY ACT REQUIRED OF SOLAR WHERE SUCH FAILURE IS DUE TO INABILITY TO PERFORM ON ACCOUNT OF STRIKE, LAWS, REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, OR ANY OTHER CAUSE WHATSOEVER SOLAR'S CONTROL. IN THE EVENT SOLAR SHALL BE REQUIRED TO RETAIN THE SERVICES OF A LAWYER AND/OR FILE AN ACTION TO COLLECT MONEY FROM CUSTOMER, SOLAR SHALL BE ENTITLED TO AN AWARD OF A REASONABLE ATTORNEY'S FEE AND COST, INCLUDING ALL FEES AND COSTS THROUGH APPEAL. VENUE FOR ANY DISPUTE SHALL SOLELY LIE IN THE CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA.

TIME IS OF THE ESSENCE IN THIS AGREEMENT. ALL MONTHLY PAYMENTS REQUIRED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT SHALL BE PAID BY THE CUSTOMER WITHIN THIRTY (30) DAYS AFTER RECEIPT OF A BILL FROM SOLAR. ANY PAYMENT NOT RECEIVED TIMELY SHALL BEAR INTEREST AT THE HIGHEST RATE ALLOWED BY LAW AND BE CONSIDERED A DEFAULT OF CUSTOMER HEREUNDER.

EFFECTIVE START DATE OF THIS AGREEMENT: / /2025

CUSTOMER Bay Pointe Villas  
PRINTED Kay Lee Scott  
SIGNATURE Kay Lee Scott  
TITLE President, BOD  
DATE 6/10/2025

SOLAR SANITATION  
PRINTED JACK DINARDI  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_