

RED OAK SANITATION**MUNICIPAL SOLID WASTE****Master Account A SERVICE AGREEMENT**

THIS SERVICE AGREEMENT made and entered into the 8th day of February 2023 (The "Agreement"), by and between **Red Oak Sanitation Inc. ("Service Provider")**, a Georgia company ("Contractor") and **Ashford Manor ("Client/s") or ("Association")**, legally represented by **Ashford Manor Homeowner's Association, Inc**

WITNESSETH:

WHEREAS, Red Oak Sanitation Inc., currently operates a solid waste and recycling collection and hauling business serving residential Clients in and around the metropolitan Atlanta area (The "Collection Business");

WHEREAS, Ashford Manor Homeowner's Association is the agent representative of the Community, **Ashford Manor** (the "Community"), shall consist of 125 homes or more. ("Homes");

WHEREAS, the Parties are desirous of entering into an exclusive hauler agreement whereby **Red Oak Sanitation Inc.** provides weekly, same day curbside municipal solid waste and recycling removal;

WHEREAS, Red Oak Sanitation Inc. shall be the exclusive hauler in the above-referenced development;

WHEREAS, Red Oak Sanitation Inc., shall provide one (1) 95-gallon garbage cart for each resident, and one (1) 95-gallon recycling cart for those individual residents that request the recycling service;

WHEREAS, CLIENT shall abide by and follow the Georgia Comprehensive Solid Waste Management Act 1990 set forth by the state of Georgia;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS, the Parties further agree to the following:

1. **TERM.** The term of this agreement shall be for thirty (30) months and shall terminate on August 31, 2025. The effective date of this agreement is March 1, 2023.
2. **SERVICES RENDERED.** Client grants to the undersigned (**Red Oak Sanitation Inc.**) the exclusive right to collect and dispose of all the residents of **Ashford Manor** (Community) waste materials. Service Provider agrees to furnish such services and equipment specified in accordance with the terms of this Agreement. Service Provider has parameters and conditions of the waste which can be disposed of each weekly pick up. They are as follows:
 - a) *All carts must be curbside the night before the service day. Curbside means each cart must be placed within three (3) feet of the curb, (3) feet from mailbox or other structures, with one (1) foot, or more, separating each cart. Cart handles should be facing the house with the Recycling Cart to the left of the Trash Cart.*
 - b) *Trash: only trash that fits in the one ninety-five (95) gallon cart supplied. Any additional needs will require residents to order an additional cart.*
 - c) *All waste must be bagged and inside the proper carts with the lid closed. This includes all cardboard, and yard waste. Packing Peanuts and loose trash must be bagged, and bags tied off, sealed, to prevent trash from blowing all over the community and placed in the cart to be removed. Any debris that falls from the process is the responsibility of the homeowner that did not properly bag and prepare their waste for collection.*

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- d) *Recycling: the one ninety-five (95) gallon cart and all recycling material must meet the recycling guidelines and must fit in the recycling cart. Resident must sign up for this service to receive cart.*
- e) *Recycling accepted; plastics one through seven (1-7), paper (including newspaper, magazines, office paper, envelopes), carton board (cereal boxes, shoe boxes), cardboard, tin and aluminum cans. Remove all lids and rinse all carts. Styrofoam and glass are not accepted. Please refer to the Recycling list.*
- f) *Cardboard Boxes: All boxes must be broken down, cut up and bagged and placed inside the waste cart. Boxes outside the carts will not be removed.*
- g) *Moving Box Program: This service must be ordered. All packing material must be bagged and in the cart. All boxes must be empty, and each box broken down completely flat. Boxes must be bundled, no more than seven (7) boxes per bundle. Bundles are not to exceed twenty (20) lbs. and must be tied with twine or duct taped into manageable bundles no larger than three feet by three feet (3'x3'). Up to twenty-one (21) boxes will be accepted per week, unless the Premium Moving Box Program is purchased and prepaid for all boxes and bagged packing material to be removed at one visit. Boxes must be placed curbside.*
- h) *Yard waste: all yard waste must be in the trash cart provided. Any yard waste placed in the recycling cart will be left until the resident removes the yard waste and cleans the cart. Large branches & limbs cannot exceed three (3) inches in diameter or two (2) feet in length. Extra trash carts may be ordered. Yard waste consists of grass clippings, weeds, leaves, pine straw, and light tree prunings.*
- i) *Service Provider will not take any construction debris, rock, concrete, brick, block, dirt, sod, mulch, railroad ties, paint, oil, logs, stumps, trees, or brush. Red Oak does not provide tree or brush removal service. Red Oak is not responsible for any road stains or damage as a result of a resident putting contaminants inside of the waste stream.*
- j) *Residents are responsible for properly disposing of all environmental contaminants.*
- k) *Bulk item removal service is available. Resident must call in the item for pricing and to schedule the removal.*
- l) *Common area disposal is \$25/month for the first cart and \$10/month for each additional cart. No yard waste, construction debris, or construction material as well as trash outside of the carts will be taken. If residents use these carts for their overflow trash Red Oak reserves the right to discontinue the service at the common area, or initiate cart cost increases up to \$30 per cart per month on the first cart and \$20 per cart per month for the extra carts. All carts must be curbside the night before service day. Missing carts are charged back to the HOA at \$125 per cart.*
- m) *From time-to-time equipment will have mechanical issues and as a result leaks may occur. If this happens such leaks must be reported within 36 hours for remediation, otherwise the material will have already absorbed into the asphalt to blend with the oils of the road. This does not damage the road as the stain will dissipate with warm ground temperatures and time. If the material that has dripped from the truck is due to wet trash, this will dissipate with rain and is not harmful.*
- n) *Residents of the community are to call or text the main customer service line for service: 678-455-7819. They are not to contact property manager, or the board to act as intermediary. Private or personal emails and phone numbers will be shared with the Board, or Property Manager; these are not to be shared with residents. If resident from client or association utilize these forms of contact, it is a Breach of Trust and will result in a back charge to the association for the cost to change and update contacts for that individual.*

3. CHARGES AND PAYMENT.

- I. Association shall pre-pay Service Provider the sum of \$18.19 per home, per month in advance, for that month's collection and disposal of household waste from March 1, 2023 to August 31, 2023; the sum of \$21.00 per home, per month in advance, for that month's collection and disposal of household waste from September 1, 2023 to August 31, 2024; the sum of \$25.00 per home, per month in advance, for that month's collection and disposal of household waste from September 1, 2024 to August 31, 2025. Association shall make payment via auto draft for 100% of community and payment will be drafted on the first business day of the month. Auto draft options are ACH Automated Clearing House, which is a free secure bank wire service, as well as Credit or Debit Card:

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which will incur a 2% fee on the monthly total charged. Any additional equipment or services shall be charged on a "per unit basis" and invoiced separately to the individual resident.

- II. Payments received after the first business day of the month are considered past due and will incur a 10% late fee.
 - III. Accounts not paid by the 15th of the month will automatically be placed on stop service. If the account goes into collections, an additional \$150.00 fee will be assessed to begin the collection process both internally and externally. The Client is financially responsible for all collection fees, attorney fees, filing fees, court costs and all other reasonable fees associated with the collection process.
 - IV. Due to the volatility of the oil markets. Contractor reserves the right to initiate a monthly fuel/environmental fee to offset oil market changes if diesel reaches or exceeds \$3.50 per gallon. The formula for calculating the fee is \$.10 per client per month for every \$.25 over \$3.50 per gallon. The fee is only calculated and applied in \$.25 increments and billed in arrears. This charge helps contractor keep up with the changing costs of fuel and provides the stability needed to continue to maintain the high level of service our clients expect and deserve. Fuel/environmental charges are common in the transportation, shipping, trucking, and waste industry, as well as, by the national airline carriers. This fuel/environmental charge is not a tax or surcharge imposed by or remitted to any governmental or regulatory agency; it is the contractors charge.
 - (1) For example: If fuel raises to \$3.74 per gallon, there is no fee. However, if fuel raises between \$3.75 per gallon and \$3.99 per gallon, the monthly fee will be \$12.50 based upon 125 customers.
 - (2) As monthly services are billed in advance, fuel fee is calculated at the end of the month and applied to the next month's invoice.
4. **ACCOUNT SETUP AND SUSPENSION OF SERVICE.** Service Provider will setup and suspend accounts based on the weekly instruction provided by the Association's board of directors or property manager. HOA is still responsible for paying for suspended accounts. Any information regarding setting up or placing an individual Home on suspended service, or restarting the service must be provided to Service Provider by the property management company or the board of directors in writing 48 hours before service day.
5. **WASTE MATERIAL.** Client 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 Condition shall mean solid waste generated by Client 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 laws, such as the Georgia Comprehensive Solid Waste Management Act 1990. Contractor shall acquire title to the waste material when it is loaded into Contractors trucks. Title to and liability for any waste excluded above shall remain with Client and Client 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 AND SERVICE.**
- I. **RESPONSIBILITY:** The equipment furnished hereunder by Service Provider shall remain the property of Service Provider, however, Clients acknowledge that it has care custody and control of the equipment while at their location and accepts full responsibility, financial or otherwise, for all stolen, lost, taken, loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Client agrees not to overload (by weight or volume) move or alter the equipment only for its proper and intended purpose. Client agrees to indemnify, defend and hold harmless Service

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Provider, against all claims, damages, suits, penalties, fines, and liabilities for damages, injury or death to persons or loss or damage to property arising out of Clients use, operation, interference or possession of the equipment.

- II. **INDEMNITY:** Service Provider agrees to indemnify, defend and hold harmless the Association from any and all liability which Association may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by any negligent act, negligent omission or willful misconduct of Service Provider or its employees, agents or contractors which occurs as a result of or in connection with its performance of this agreement. The Association agrees to indemnify, defend and hold harmless the Service Provider from any and all liability which the Service Provider may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by any negligent act, negligent omission or willful misconduct of the Association or its employees, agents or contractors which occurs as a result of or in connection with its performance of this Agreement. Notwithstanding the foregoing, neither party shall be liable to the other for consequential, incidental, or punitive damages arising out of the performance of this agreement.
 - III. **ACCESS:** Clients agree to provide unobstructed access for the equipment on the scheduled collection day. If the equipment or Client is inaccessible so that the regularly scheduled pick up cannot be made, Service Provider will promptly notify the Client and afford the Client's reasonable opportunity to provide the required access; however, Contractor reserves the right to charge any additional fee for any additional collection service required by Client's failure to provide such access
 - IV. **DEFINITION:** The word "EQUIPMENT" as used in these Terms and Conditions shall mean, but is not limited to, all trucks, chippers, vehicles, tools, containers, carts, buckets, cans, bags or bins used for the municipal solid waste removal, yard waste, and recycling or any other material.
 - V. **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, whether or not foreseeable, including, but not limited to, severe weather, strikes, labor disputes or issues of any kind, riots, imposition of laws or government orders, fires, acts of war or terrorism, acts of God, pandemic related labor issues, or the inability to obtain equipment and the affected party shall be excused from performance during the occurrence of such events and such failure shall not constitute a Default under Agreement.
 - VI. **PERFORMANCE CLAUSE:** If Contractor fails to, or is unable to, abide by the terms of this contract described herein, within 30 days of received written demand, **Client may terminate the agreement with a 45 day written notice sent via certified mail.**
7. **DRIVING REGULATIONS.** Service Provider and its personnel shall follow and abide by all driving and conduct regulations within the community on property owned by or governed by the Association or on public streets.
 8. **FACSIMILE SIGNATURE.** A facsimile signature or email signature on this agreement shall be as enforceable as an original signature on this agreement.
 9. **ASSIGNMENTS AND BENEFIT.** This agreement shall not be affected by any changes in the Client's billing or service address if such new address is located within the Contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.

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10. **Entire Agreement:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon written agreement signed by both parties.

So agreed this day.

Red Oak Sanitation Inc.
Print: Tim Citrone

Sign: *Tim Citrone*

TITLE: Business Development

DATE: 2/8/2023

Ashford Manor Homeowner's Association, Inc.

Print: *JEFFREY L. CASH*

Sign: *Jeffrey L. Cash*

TITLE: *PRESIDENT*

DATE: *2/14/2023*

Billing Name: *ASHFORD MANOR HOA*

Billing Address: *500 SUGAR MILK RD, BLDG B SUITE 208* City: *ATLANTA* State: *GA* Zip Code: *30350*

Phone: *770-200-8256* Email: *invoices@heritageproperty.com*

HOA Billing Representative: *Robin Steinkvitz*

Phone: ~~*above*~~ Email: *rsteinkvitz@heritageproperty.com*

as above

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