This Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, Addendum 1 attached hereto, and future Addendums as may be entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and/or its subsidiaries and affiliates behalf (collectively, "Customer"), and the entity named above ("the Company"), an affiliate of A.C.M.S., Inc. DBA Heart of Florida Environmental, LLC.

1. SERVICES PROVIDED. The Company will provide Customer with collection, management, transportation, disposal, treatment, and/or recycling or other waste processing services (the "Services") for Customer's non-hazardous solid waste and Special Waste, (collectively "Waste"), as described on Addendum 1 hereto and any future Addendums (including Special Waste Profiles and other similar information attached to such Addendums). Solid Waste means garbage, refuse and rubbish, including those which are recyclable subject to other processing, and includes Special Waste. Special Waste includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/decharacterized wastes, incinerator ash, medical wastes, construction and demolition debris, and other Waste materials requiring special approval and/or handling in accordance with applicable federal, state, provincial or local laws or regulations. When Company handles Waste for Customer, whenever requested by the Company Customer will provide Company with a Generator's Waste Profile and related information ("Special Waste Profile") describing all Waste and providing all relevant specifications of such Waste relevant to its handling and disposal by the Company as provided in the applicable Addendum(s) to this Agreement. Customer will also provide Company a representative sample of such Waste on request. Customer agrees that all Wastes that are generated, handled and/or
collected by Customer shall be managed exclusively by Company during the term of this Agreement, provided all such Waste is Acceptable Waste as defined herein.

2. TRANSPORTATION OF WASTE. In the event the provisions of the applicable Addendum to this Agreement includes transportation of Customer’s Waste by Company, Customer, at the time of tender of the Waste for transportation, shall provide to Company accurate and complete documents, shipping papers and/or manifests as are required for the lawful transfer of the Waste under all applicable federal, state or local laws or regulations. The characteristics of such Waste must meet all relevant requirements for the lawful transportation and transfer of the Waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

3. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Waste material delivered by Customer to Company shall be in accordance with Waste descriptions contained in the applicable Addendum(s) to this Agreement (including any relevant Special Waste Profile), and shall not be or contain any Unacceptable Waste. "Unacceptable Waste" means: (a) Waste that is not in conformance with the description of the Waste in the applicable Addendum to this Agreement (including any relevant Special Waste Profile); (b) Waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the applicable Addendum; (c) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition; or (d) if the applicable Addendum to this Agreement includes transportation of the Waste by Company, Waste that is prohibited from being transported for disposal or processing by federal, state or local law, regulation, rule, code, ordinance, or pursuant to permit or permit condition, or which does not meet all relevant specifications for transportation contained in or attached to the applicable Addendum. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws, ordinances, regulations, rules, permits or other legal requirements applicable to the Waste.

4. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL. The Initial Term of this Agreement shall be thirty-six (36) months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of thirty-six (36) months each (a "Renewal Term"), unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing Term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect with respect to any uncompleted or unfinished Service provided for in any Addendum(s) to this Agreement until such Service is completed. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term or Renewal Term of this Agreement relating to any Services as Company has provided to Customer hereunder, and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

5. INSPECTION; TITLE TO AND REJECTION OF WASTE. Company shall have the right to inspect, analyze or test any waste delivered by Customer. Title to and ownership of Waste that are authorized and acceptable under the provisions of this Agreement and the applicable Addendum(s) shall transfer to Company upon its final acceptance of such Waste for disposal, or final acceptance for transportation if the terms of the applicable Addendum includes transportation of the Waste by Company. Title to and liability for Unacceptable Waste shall remain with Customer at all times. If Customer’s Waste is Unacceptable Waste, Company at its option may reject Unacceptable Waste and return it to Customer, or require Customer to remove and dispose of the Unacceptable Waste at Customers expense. Customer shall indemnify, hold harmless (in accordance with Section 10) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Unacceptable Waste, or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

6. SPECIAL HANDLING. If Company elects to handle, rather than reject, Unacceptable Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Unacceptable Waste. Company may assess and Customer shall pay additional fees associated with delivery of Unacceptable Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of Waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements.

7. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Customer’s Waste (excluding Unacceptable Waste) in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, rules and regulations; and (b) it will use disposal facilities that have
been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of the Waste. Except as expressly provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

8. **LIMITED LICENSE TO ENTER.** When a Customer is transporting Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter that facility for the sole purpose of offloading Waste at an area designated, and in the manner directed, by Company. Customer shall comply with, and shall ensure that its subcontractors comply with, all rules and regulations of the facility, as amended. Company may reject any Waste, deny Customer or its subcontractors entry to its facility, and/or terminate this Agreement in the event of Customer's or its subcontractor's failure to follow such rules and regulations.

9. **CHARGES AND PAYMENTS.** Customer shall pay the rates set forth on the applicable Addendum to this Agreement, which rates may be modified and adjusted as provided in this Agreement. The rates may be adjusted by Company to account for the following: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; increased costs due to any change in the composition of the Waste from the description in the applicable Addendum or any associated Waste Profile; increased costs due to uncontrollable circumstances as defined in Paragraph 11 hereof; including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced in writing. All rate adjustments as provided above shall take effect upon notification from Company to Customer with an explanation of the rate increase. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

10. **INDEMNIFICATION.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer 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 Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste by Company, or (2) as a result of the disposal of Customer's Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of A.C.M.S., Inc. DBA A.C.M.S., Inc. DBA Heart of Florida Environmental, LLC.; provided, however, that the Company's indemnification obligations will not apply to occurrences involving Unacceptable Waste. Likewise, Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company 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 Customer's breach of this Agreement, or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement, Customer’s access to a Company facility, or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

11. **UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein. The affected party shall be excused from performance during the occurrence of such events.

12. **ASSIGNMENT.** This Agreement may be assigned to and/or performed by any qualified Affiliate of A.C.M.S., Inc. DBA A.C.M.S., Inc. DBA Heart of Florida Environmental, LLC. This Agreement may not be assigned by Customer to any other party without the express consent of Company. As used herein “Affiliate” means an entity directly or indirectly controlling, controlled by, or under common control with A.C.M.S., Inc. DBA A.C.M.S., Inc. DBA Heart of Florida Environmental, LLC. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

13. **ENTIRE AGREEMENT.** This Agreement and Addendum No. 1 attached hereto, and all future Addendums related to Waste which the parties agree shall be governed by the terms and conditions of this Agreement, represent the
entire understanding and agreement between the parties relating to the management of Customer’s Waste, and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same Waste. The terms of any separate national service agreement, if any, between the parties shall govern over any inconsistent terms herein.

14. TERMINATION; LIQUIDATED DAMAGES. Company may terminate this Agreement, (a) in the event of Customer's material breach of any term or provision of this Agreement, including failure to pay on a timely basis or within thirty (30) days after written notice of nonpayment from Company, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors, or if Company deems itself insecure as to payment ("Default"). Company shall give written notice to Customer of any alleged breach and Customer shall have thirty (30) days after receipt of such notice to cure the breach. Customer may terminate this Agreement in the event of Company’s material breach of any obligation of Company under this Agreement, provided Customer has given Company written notice of such alleged breach, and Company has failed to resolve or cure such alleged breach within thirty (30) days after receipt of such written notice. Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial Term or any Renewal Term, for any reason other than as provided in this Paragraph, or in the event Company terminates this Agreement for Customer’s default, the Customer shall pay, as liquidated damages and not as a penalty, the greater of an amount equal to six (6) months service charges based on the Customer’s most recent total monthly charges for the Services under this Agreement and all Addendums thereto being performed by the Company at the time of such termination by Customer. The Customer shall be given credit for any advance payments made by it under this Agreement, if any, in computing the amount owed as liquidated damages. Customer acknowledges that the actual damages to Company in the event of such termination or default of this Agreement by Customer is difficult to fix or prove, and the liquidated damages provided for in this Paragraph are reasonable and commensurate with the anticipated loss to Company resulting from such termination or breach, and that such amount is an agreed upon compensation by Customer and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law. The payment of the liquidated damages by Customer does not relieve the customer from any other unsatisfied obligation(s) under this Agreement.

15. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer. (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed. (c) If any provision of this Agreement is declared invalid or unenforceable; then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect. (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement. (e) Customer acknowledges and agrees that its undersigned representative is authorized to sign and bind Customer to this Agreement.

Agreed to and accepted by the parties through their undersigned authorized representatives, this _____ day of ______________________, 2012.

COMPANY

Signed: ____________________________________________

By (Printed Name): __________________________________

Position: ___________________________________________
CUSTOMER

Signed: __________________________________________

By (Printed Name): __________________________________

Position: _________________________________________