

PPS Pagett Enterprises LLC, Property Services

Customer Service Agreement

Terms of Service

Herein and after for the purposes of this agreement, Pagett Enterprises LLC will be referred to as Company and Regal Palms Owners Association will be referred to as Customer.

- SERVICES:** Customer grants to the company and its agents the exclusive right to furnish and the Company shall furnish the services described on the attached Addendum and Scope of work and terms of service" provided by the Company to the Customer, for thirty-six months, for the amount of \$130,603.20 (One hundred thirty thousand, six hundred and three dollars) annually.
- TERM:** The term of this Agreement will be for thirty six (36) months from the Effective Date set forth in the addendum (Term). The agreement will automatically renew thereafter for thirty six (36) month periods (Renewal Term) unless either party gives to the other ninety (90) days written notice, (see section 11), prior to the termination of the existing term.
- CUSTOMER REQUIREMENTS:** In addition to other obligations of the Customer described herein: Customer shall ensure compliance with the 'Terms of Service' and Customer shall provide adequate access, notice and communication to enable the Company to provide the services described in the addendum and scope of work.
- SERVICES GUARANTEE:** If the Customer believes the Company has failed to perform the Services as described in this 'Agreement' the "Terms of Service' and 'The scope of Work' the Customer may provide the Company in writing with a 'right to cure' providing the Company has 30 days' notice to cure such claim. If Company fails in its obligations and right to cure period the Customer may terminate this agreement with payment of all monies due through the termination date.
- CHARGES; PAYMENTS; ADJUSTMENTS:** Customer shall pay for the Services provided under this agreement within 30 days of date of the Company invoice billed each month. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at eighteen (18%) percent per annum, or if less the maximum amount allowed by Law. Company has the right to increase the charges to account for any increase in disposal, fuel, transportation or change of 'Terms of Service', changes in the average weight per container or composition of 'Waste Materials' and other increased costs due to uncontrollable circumstances, including, without limitation, changes in Federal, State or Local Laws or regulations, imposition of taxes, fees or surcharges and Acts of God such as floods, fires, hurricane etc. Company may also increase charges to reflect increases in the consumer price index for the municipal or regional area in which the service address is located. Increase in charges for reasons other than as provided above require the consent of the Customer which may be evidenced verbally or by the actions and practices of the parties.
- CHANGES:** Any changes in the regular services or 'Terms of Service' as provided in this Agreement and any discounts, reductions or other decreases in charges or the services provided for which the Customer is obligated must be agreed to in writing by the Company. Additional charges may apply to any changes in the Regular Services to be provided.
- EQUIPMENT ACCESS:** All equipment furnished by the Company shall remain the property of the Company; however, Customer shall have care and custody of the equipment left at the Customers' location. The Customer will not bear risk of loss for any loss, damage or theft of equipment while at Customers location. Customer shall not use, load, move or alter equipment. At the end of this agreement the Customer shall return all equipment belonging to the Company in the condition provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on scheduled collection days. Customer shall pay, if charged by company, any additional fee for any service modifications caused by or resulting from Customer's failure to provide access as described herein. Company shall not be responsible for

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damage to the Customer's property, including pavement, subsurface, curbing, stairways or hallways or other damage or wear and tear, resulting from the Company's provision of services herein. Customer warrants the Customer's right of way is sufficient to bear the weight and dimensions of Company's equipment and vehicles.

8. **CUSTOMER DEFAULT; LIQUIDATED DAMAGES:** Customer shall be in default of this Agreement for (i) its failure to pay any amount under this Agreement when due, (ii) its failure to meet any of the requirements listed in section 3, (iii) its insolvency or bankruptcy, or (iv) its failure to comply with any other term of this Agreement, the Rules and Regulations or any other Agreement between the parties. In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company (pursuant to Section 4), or in the event Company terminates this Agreement for Customer default, Customer shall pass the following liquidated damages in addition to the Company's legal fees: 1) If the remaining initial Term under this Agreement is six (6) or more months, Customer shall pay its most recent monthly charges multiplied by six (6); 2) if the remaining initial Term under this Agreement is less than six (6) months, the Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three (3) or more months, Customer shall pay its most recent monthly charges multiplied by three (3); or 4) if the remaining Renewal Term under this Agreement is less than three (3) months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to the Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental, or consequential damages arising out of or in connection with the performance of this Agreement.
9. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liabilities 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 any negligent act, negligent omission, or willful misconduct of the Company or its employees, which occurs during the collection of transportation of Customer's Waste Materials after the date of this Agreement, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability 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 the 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 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.
10. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason, and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
11. **MISCELLANEOUS.** (a) 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, and the affected party shall be excused from performance during the occurrence of such events. b) This Agreement shall be

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binding on and shall inure to the benefit of parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties. (d) This Agreement shall be constructed in accordance with the law of the state in which the Services are provided. (e) All written notifications required or permitted by this Agreement shall be by certified mail, return receipt requested. A written notice shall be deemed given upon receipt. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs. (h) Company has the right to delegate, assign, and / or subcontract the performance of all or any portion of all or any portion of the Services to a third party.

12. **INSURANCE.** The company will hold all current insurances required by Federal and State Law. To include Workers compensation, general liability with \$1,000,000.00 aggregate cover and any required auto, theft and damage insurance. Regal Palms Owners Association shall be named as an additional insured on our policy.

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Addendum 1

Customer Regal Palms Owners Association
Location 2700 Sand Mine Rd, Davenport, FL 33897
Contact Cheryl Chase, Resort Manager, Regal Palms Resort and Spa, operated by Soleil Management.
Telephone Direct: 863.424.6141
E mail cchase@soleilmanagement.com www.soleilmanagement.com www.regalpalms.com

Trash valet services will be provided by collecting household trash from each unit 364 days per year. One visit per day. All trash must be suitably bagged in 'kitchen tall' trash bags and 'Waste Materials' must qualify as putrescible or non-putrescible and not include 'Special or Excluded Waste'.
Any loose trash will be dealt with by tipping trash receptacles one time each week.
Household trash will be transported from the unit to the container / compactor provided at the location.
Collection of 'Excessive Amounts' of trash or 'Bulk items' must be requested through the on-site manager's office.
The area around the compactor will be kept clean and free of trash and litters.
Recycling programs can be added to the services available
A manager or supervisor will be on site a minimum three days of each week.

Term 36 months Effective Date 9/29/17

Service days per annum 364 (No service Christmas day)

No. of units 598, cost per unit per billing period \$18.20, Billing frequency Monthly

Services outlined on scope of work attached

Customer authorized signatory 

Print name LYNN MITCHELL Date 9/29/17

Company authorized signatory 

Print name LEE PAGETT Date 9/29/2017

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Scope of Work

- Valet trash from single family townhomes, total 598 units, to trash compactor provided by Regal Palms Owners Association and located on site at the premises.
- Trash should be placed inside trash receptacles and be suitably bagged. Each unit has #1 96 gallon trash receptacle provide by Regal Palms Owners Association. Loose trash may not be collected and may result in suspension of services to the individual unit. All non conforming instances will be reported to management promptly.
- Collected trash will be deposited into the compactor. The area around the compactor will be kept clean, organized and free of litters.
- Service will be provided seven days per week. One visit per day.
- Items that may be hazardous or "Excluded Waste" or are not suitable for the compactor may not be removed from the unit unless prior arrangements have been made through the management office.
- Bulk household items can be dealt with if Regal Palms Owners Association can also provide an open top container. Large or bulk items will also require the unit owner to make prior arrangements through the management office.
- Pagett Enterprises will litter pick the streets and front of properties as they conduct the normal trash collection process.
- It will be the responsibility of Regal Palms Owners Association to provide and maintain an on-site compactor, though Pagett Enterprises LLC are prepared to take responsibility for scheduling collections with the compactor provider.
- A recycling program can also be incorporated to the regular services provided.

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