



ENVIRONMENTAL SOLUTIONS

Clean. Reliable. Innovative.

NON-HAZARDOUS LIQUID WASTE COLLECTION AND DISPOSAL AGREEMENT

Service Information

Billing Information

Name: AB Kitchen
Address: 299-2 Atlantic Blvd.
City: Atlantic Beach State: FL ZIP: 32233
Contact: Eric Williams Title: CEO
Phone: 786-457-8165 Fax:
Email: eric@southerntablehospitality.com

Name: Southern Table Hospitality
Address: 504 FIRST AVENUE SOUTH
City: Jacksonville Beach State: FL ZIP: 32250
Contact: Eric Williams Title: CEO
Phone: 786-457-8165 Fax:
Email: eric@southerntablehospitality.com

Billing Setup

Payment Information

- Consolidated monthly invoice to billing address
Individual invoice to billing address after each service
Individual invoice to service address after each service
Prorated monthly invoice to billing address

- Invoice due upon receipt
C.O.D.
Credit Card
ACH Debit (checking)

Disposal Manifests will be included with invoice.

Credit Terms: Net 15

Service / Trap Information

- Grease OWS Trap 1: Est. Gallons 999 Frequency (in weeks) 12 Line Jetting (in weeks)
Grit Lint Trap 2: Est. Gallons Frequency (in weeks) Line Jetting (in weeks)

Frequency subject to change to comply with changes in municipal regulations.

Pricing

- GREASE: Fee per Service (Trap 1) PPG 0.31 or min fee 220.00, Fee per Service (Trap 2), Line Jetting, Other
OWS/GRIT/LINT: Disposal CPG (Trap 1), Disposal CPG (Trap 2), Transportation (per hour), Line Jetting

Other Notes: [Empty box]

Emergency Surcharge Rate: Weekday, Weekends

Multi-location Account- See attached pricing schedule

Signature

Eric B. Williams (Signature) Jun 4, 2024
Customer Authorized Signature & Date
Eric B. Williams CEO
Print Name & Title

Craig Condon (Signature) Jun 4, 2024
Contractor Authorized Signature & Date
Craig Condon Inside Sales Solutions Representative
Print Name & Title

LES Office Use Only

Customer ID: Sales Rep:
New Account New Location Change to existing account Renewal Zone:
T1 T2 T3 Other

Grease Trap / Interceptor Services Agreement

Liquid Environmental Solutions ("Contractor" or "LES") and the party whose name appears as "Customer" on the face of this Agreement ("Customer") hereby mutually agree that all services rendered under this Agreement shall be provided to Customer on the following terms and conditions.

- 1) **Services.** Customer grants Contractor the exclusive right to collect, transport and dispose of Customer's grease trap/interceptor waste materials, including recyclables (collectively, the "Waste Materials") on the terms described on the attached Statement of Work (the "Services") and Contractor agrees to provide such Services. [TEXAS ONLY: The Services provided hereunder are scheduled and periodic work that is necessary to sustain or support safe, efficient, continuous operations, or to prevent the decline, failure, lapse, or deterioration of the real property, and constitute "Maintenance on Real Property" as defined in 34 Tex. Admin. Code §3.357].
- 2) **Term.** The initial term of this Agreement shall begin on Jun 4, 2024 (the "Commencement Date") and continue for a period of 36 months, unless otherwise specified. This Agreement shall automatically renew for like terms thereafter unless either party shall give written notice to the other of termination at least sixty days prior to the expiration of the initial term or any renewal term. This Agreement may not be terminated prior to the completion of its term except by written mutual agreement of the parties or as otherwise provided herein. If Customer terminates this Agreement other than as provided herein, Customer agrees to pay Contractor, as liquidated damages and not as a penalty, an amount equal to the charge for the most recent service visit by Contractor for each Customer location covered by this agreement multiplied by the number of services remaining in the term (based on the established service frequency). Customer agrees that this is an accurate and reasonable calculation of Contractor's actual damages for Customer's breach of this agreement.
- 3) **Termination.** If either party breaches any material provision of this Agreement, the non-breaching party may terminate the Agreement following i) sending written notice to the breaching party describing such breach and giving the breaching party thirty (30) days to cure such breach (fifteen (15) days in the case of non-payment by Customer), and ii) the expiration of the aforesaid cure period if the breach is not cured. If the breaching party cures such breach within said period, or if such cure has been commenced but cannot be reasonably accomplished within such period, the Agreement will not terminate so long as the breaching party diligently pursues completion of such remedy. The liquidated damages set forth above shall apply to any termination for an un-remedied breach by Customer.
- 4) **Payment.** Customer shall pay for the Services in accordance with the schedule of charges and payment terms provided by Contractor. Customer is responsible for all applicable federal, state, municipal or political subdivision taxes/fees which will be charged as an additional line item on the invoice. Payment terms are net 15 days from invoice. If any payment is not made when due, Contractor, at its sole option, may suspend Services or terminate this Agreement in accordance with section 3 above. Customer agrees to pay a service charge on all past due amounts accruing from the date of the invoice at a rate of 1.5% per month or eighteen percent (18%) per annum or the maximum rate allowable by law, whichever is less. If Contractor engages legal counsel or a collections agency to collect any outstanding balance, Contractor shall be entitled to collect reasonable attorney's fees and/or collections agency fees from Customer.
- 5) **Waste Materials.** Customer warrants that waste or wastewater within traps/interceptors serviced by Contractor under this Agreement will not contain any radioactive, flammable, explosive, toxic or hazardous material ("Excluded Waste"). The term "hazardous material" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Agreement or subsequently enacted. Contractor shall acquire title to the Waste Material after it is loaded into Contractor's collection vehicle; provided, however, that title to and liability for Excluded Waste shall not pass to Contractor, but shall remain with Customer at all times. Customer shall be responsible for any costs incurred by Contractor in the handling or proper disposal of any Excluded Waste and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, costs, losses, penalties, fines and liabilities resulting from or arising out of any such Excluded Waste.
- 6) **Debris, chemicals, and trash.** Customer shall take all reasonable steps to prevent the introduction of debris, trash and non-food recyclables (e.g. paper, plastic, glass), chemicals and solvents, and other non-liquid wastes (collectively "Foreign Objects") into Customer's grease interceptors and grease traps. Contractor shall not be responsible for any failures, clogs, or spills caused by the presence of these Foreign Objects.
- 7) **No Enzymes.** Neither Customer nor any contractor, agent or other service provider of Customer shall use or introduce any bacteria, enzyme and/or similar product into Customer's drains, grease traps/interceptors or sewer lines without Contractor's prior, written consent.
- 8) **Pricing.** Pricing is set forth on page 1 of this Agreement and is based upon the estimated trap/interceptor size (if applicable). Contractor reserves the right to adjust pricing based on actual trap/interceptor size, actual trap/interceptor conditions, disposal and regulatory costs, and as described elsewhere herein, including without limitation in Sections 9 and 13 below.
- 9) **Rate Adjustments.**
 - a. Contractor may increase the fee per service charged to Customer for any increase in labor or disposal cost; any change in the composition of the Waste Materials; increases in the volume of the grease/grit trap/interceptor; or increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; pandemics, epidemics, or other public health emergencies, and acts of God such as floods, fires, etc. Increases in charges other than as provided above shall require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to Customer either prior to or in conjunction with the first billing statement that reflects the charges.
 - b. **Compliance Portals.** Contractor may increase the fee per service charged if Contractor incurs costs resulting from Contractor Management or Compliance verification companies engaged by Customer, e.g. Avetta or ISNetwork, etc. (a "Contractor Compliance Company"), unless the use of the Contractor Compliance Company was disclosed to Contractor by Customer in writing within a reasonable time prior to the execution of this Agreement. If Customer, or any property manager or agent of Customer, at any time after the commencement the term of this Agreement, engages any Contractor Compliance Company, Contractor shall not be obligated to submit any information to such Contractor Compliance Company without the prior written consent of Contractor. Any fees charged to Contractor by a Contractor Compliance Company, or costs incurred by Contractor in submitting information to a Contractor Compliance Company, shall be charged to Customer on its regular invoices. Under no circumstance shall Service Provider's compliance status in any portal affect Owner's payment obligations hereunder, nor shall compliance status be grounds for termination or suspension of this Agreement unless specifically authorized by this Agreement.
- 10) **Annual Increase.** Pricing on this Agreement is subject to an annual 5 % increase that will begin on the first anniversary of this Agreement. The Annual Increase applies to all charges, unless otherwise specified, and will go into effect on each anniversary of the Commencement Date of this agreement. All applicable federal state, municipal or political subdivision taxes/fees will be charged as additional line items on all invoices.
- 11) **Surcharges and Fees.** The following may be added to each invoice. Surcharges are not tied directly to costs incurred by LES for servicing any specific location or customer, but are set company-wide to offset operating costs. Surcharges may include a profit component. Additional information can be found on our website at www.liquidenviro.com/customer-support/surcharges.
 - a. **Environmental Surcharge.** This charge is to cover costs, expenses, and operating margin to conduct our collection, transfer, processing, and disposal operation in a safe and environmentally responsible manner. This charge is not calculated based on the operating or disposal costs related to any specific location or customer, but is a percentage applied to the total invoice (including other surcharges).

- b. **Energy Surcharge.** Calculation of this charge takes into account the national average price of diesel fuel as reported periodically by the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Prices Index. This charge will fluctuate based on the index, and other factors in the market. This charge is not calculated based on the fuel used to service any specific location or customer. This charge includes a percentage and/or a flat fee
- 12) **Service Refusal/ Access.** Customer agrees to provide unobstructed access to the trap/interceptor(s) on the date and/or time of any service. If the traps/interceptors are inaccessible, Contractor will promptly notify the Customer and afford Customer a reasonable opportunity to provide the required access. If Customer fails to provide access within a time period reasonably acceptable to Contractor, Contractor shall be entitled at its sole discretion to charge the Customer for the time it spent waiting for access (at its then standard hourly rate), an Attempted Service Fee (if applicable), and/or an additional service fee if Contractor is required to return at another time to perform the Services.
- 13) **Service Location Profile.** Customer is responsible for providing Contractor with complete and accurate information regarding the number and locations of any traps or interceptors that are to be serviced under this agreement. During or before the first service of a particular location, Contractor may complete a Service Location Profile. The Service Location Profile enables Contractor to assess the current condition of the traps/interceptors at Customer's location(s), especially where a location does not have detailed records of past grease trap/interceptor service dates, service providers, and/or manifests. If Contractor identifies traps/interceptors or conditions at the location that were not known prior to Contractor's first visit, there may be additional charges billed to Customer by Contractor for unanticipated costs incurred by Contractor based on the configuration, condition, number, location of the traps/interceptors, or any safety or health hazards present at a service location. Configurations and conditions that may require additional charges include, but are not limited to:
- a. Non-standard conditions: conditions that require additional or specialized equipment or additional personnel (such as traps requiring additional safety precautions or a two-man team) will be repriced and serviced with the proper personnel and equipment at a later date.
 - b. Confined spaces: Contractor does not provide services to any traps or interceptors that require confined space or permit-required confined space entry under state and/or federal occupational safety and health statutes and regulations. All confined space and permit-required confined space work will need to be performed by a third-party subcontractor with special training, equipment, and personnel. Contractor can arrange for these services to be performed, with all additional costs and fees charged to Customer.
 - c. Preexisting Trap and Sewer Conditions: Contractor shall not be responsible for any conditions which existed prior to the first service of a location by Contractor including but not limited to: grease and/or solids accumulation, sewer damage, sewer lateral obstruction, or sewer grease blockage resulting from service conditions, lack of service, failure to maintain the trap or sewer, or failure to adhere to reasonable grease management practices prior to the date of Contractor's first service at a location ("Preexisting Trap and Sewer Conditions"). Customer shall be responsible for all reasonable costs related to any Preexisting Trap and Sewer Conditions or for emergencies where the trap ceases to function, overflows, or backs up as a result of Preexisting Trap and Sewer Conditions.
 - d. Unidentified traps and interceptors: Contractor is unable to guarantee that all traps/interceptors at a Customer location can be discovered by Contractor if not identified by Customer. Contractor shall not be responsible for any spills, blockages, solids build-up, overflows, regulatory fines, or other events, conditions, damages, or losses resulting from traps/interceptors not identified prior to Contractor's first visit.
- 14) **Frequency of Service.** Contractor shall make reasonable efforts to provide the Services to the Customer on or about the scheduled service dates and on the Frequency specified thereafter. Contractor may adjust the actual date that Services are provided so as to maximize operational efficiency. However, except as otherwise specified herein, in no case will Contractor delay a service date beyond that permitted by applicable law. Customer may also not adjust the schedule during the term of this contract to extend the Frequency to intervals longer than set forth on the Service Location Profile, or what is allowable by law.
- 15) **Service Time Windows:** In the event customer requests service delivery outside of the stipulated time windows outlined in the agreement, LES reserves the right to charge additional fees.
- 16) **Changes.** Customer shall promptly notify Contractor in writing of any change in the configuration, number, size and/or type of its trap(s) during the term of this Agreement. Within a reasonable period following a change under this section, Contractor may request equitable adjustments to the pricing, and/or service frequency of the Services. If Customer objects to the equitable adjustments, Contractor may either continue to provide Services under the pricing and service frequency previously agreed to, or immediately terminate this agreement. If Customer's Service location changes from that indicated, Customer will promptly notify Contractor and Contractor will continue to perform the Services under the same terms and conditions herein at Customer's new Service location, so long as new location is located in the Contractor's direct service area. However, pricing and service frequency may be adjusted to account for any changes in trap/interceptor volume or applicable regulatory requirements (e.g. service frequency requirements).
- 17) **Driveways and Parking Areas.** Customer warrants that the location of, and any right of way from the Customer's traps/interceptors to the most convenient public way are sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the Services. Contractor shall not be responsible for any damage to the surface or accompanying sub-surface of any such location or right of way resulting from Contractor's performance of Services hereunder and Customer assumes all liabilities for damage to pavement or road surface. If poor, insufficient, dangerous, or damaged condition of the driveways, parking areas, or other areas required to be accessed for services at the location or any right of way results in damage to Contractor's vehicle or equipment, Customer will be responsible for the costs of repairing said damage.
- 18) **Spill Clean Up** -In the event of a spill involving the trap/interceptor(s) subject to this agreement, the Customer shall retain a cleanup company ("Spill Contractor") immediately so as to contain or minimize the impact of the spill, and to remedy any health or safety hazards present as a result of the Spill. In the event the spill was caused by LES's failure to service the trap or interceptor within the regulatory requirements, or LES's failure to adequately clean an interceptor or trap during a service within 15 days prior to the date of the spill, LES will reimburse Customer for Spill Contractor's services. However, LES's obligations to reimburse shall be subject to, and limited by the following terms and conditions. Once the Spill Contractor is retained, the Customer shall notify LES immediately of the name of the Spill Contractor and the Spill Contractor's contact information. The information must include company name, contact name and telephone number where they can be reached right away. LES must receive copies of all Spill Contractor documentation including signed worksheets, disposal manifests and detailed invoices. LES reserves the right to negotiate pricing, review the Spill Contractor invoice, and negotiate a rate commensurate with the event prior to commencement of cleanup. If the customer pays the Spill Contractor without LES's approval of the invoice, and LES reasonably believes the invoice amount is excessive or unreasonable, LES reserves the right to pay only what is reasonable. LES will make this determination based on our many years of emergency response and spill experience. This review process protects not only LES but also protects you, the Customer. LES shall not be responsible for any costs of cleanup, for Spill Contractor or otherwise, in the event a spill is caused by a Foreign Object in the interceptor or trap, or Pre-existing Trap and Sewer Conditions.
- 19) **Compliance with Law.** Contractor will transport, store, recycle, reclaim, treat, and dispose of the Customer's waste materials or recyclables in accordance with all applicable laws and regulations. Customer shall operate and utilize its grease interceptors and grease traps, and the drains and pipes leading to the grease interceptors and grease traps, in accordance with all applicable laws and regulations.
- 20) **Assurance.** LES shall reimburse Customer for any fine or penalty paid by customer arising out of LES's failure to service an interceptor or trap in compliance with any locally mandated service frequency, unless such failure is a) the result of Customer's actions, or b) is excused under section 22 below.

- 21) **Limitation of Liability.** EXCEPT AS DETAILED IN SECTIONS 18 (“SPILL CLEAN UP”) AND 20 (“ASSURANCE”) OF THIS AGREEMENT, CONTRACTOR SHALL NOT BE LIABLE TO CUSTOMER OR ANY EMPLOYEE, MANAGER, OFFICER, REPRESENTATIVE OR ANY AFFILIATE OF CUSTOMER FOR ANY DAMAGES, CLAIMS, LOSSES, COSTS, ACTIONS, OR SUITS (“CLAIMS”), ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PROVISION OF THE SERVICES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EXCEPT TO THE EXTENT CUSTOMER SUFFERS CLAIMS RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR. CUSTOMER ACKNOWLEDGES AND AGREES THAT, SUBJECT TO APPLICABLE LAW AND WITHOUT LIMITING THE FOREGOING, CONTRACTOR’S SOLE LIABILITY, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH ANY CLAIMS UNDER THIS AGREEMENT SHALL BE RECOVERY OF ANY FEES PAID BY SUCH CUSTOMER FOR THE SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE TOTAL, CUMULATIVE, OR AGGREGATE LIABILITY OF CONTRACTOR, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONTRACTOR FOR THE SERVICES PROVIDED DURING THE TERM OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) ARISING OUT OF THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.
- 22) **Additional Service.** If Customer requests an additional, non-scheduled Service, Contractor shall perform such Services as soon as possible under the circumstances. Contractor may charge Customer for such Additional Service at Contractor’s applicable Rate (or Emergency rate if applicable). If Customer requests such additional Service but declines such Service after Contractor’s vehicle has been dispatched, Contractor may nevertheless charge Customer at the rates provided herein, including an Attempted Service fee and the Emergency Surcharge. Any additional non-scheduled service shall result in the next service date being adjusted based on the frequency specified in this agreement. Emergency and additional service fees are in addition to all other normal charges and charges for time windows.
- 23) **Excused Performance.** Neither party shall be liable for its failure to perform, or for a delay in its performance, due to circumstances beyond the party’s reasonable control, such as strikes, riots, traffic delays, road closures, inability to access a location, compliance with laws or governmental orders, pandemics, epidemics, or other public health emergencies, fires and acts of God, (collectively, “Force Majeure”) and such failure shall not constitute a Default under this Agreement. In no event shall Contractor be liable to Customer for any fines or other expenses associated with improper operation of its trap, including a failure to adhere to any pumping schedule, that may occur as a result of a Force Majeure.
- 24) **Applicable Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the state of Texas. Venue for any actions or proceedings between the parties related to this agreement shall be in Dallas County, Texas. EACH PARTY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT.
- 25) **Controlling Document/Binding Effect.** This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, prior or subsequent, written or verbal. Except as otherwise specified herein, no modification of this agreement shall be effective unless in writing, signed by the parties, and no pre-printed terms or conditions on any purchase order or other document provided by or produced by Customer shall be considered an amendment or modification of this Agreement unless signed by both parties. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, whether by sale, merger, reorganization/restructuring or otherwise.
- 26) **Manifest Release.** Your signature appoints LES as your authorized agent for the sole purpose of executing the manifest at future pumping/cleaning and related services to the trap/interceptor(s) at the location(s) identified in the agreement; provided, however, this appointment is only effective when the location personnel are not available to sign the manifest at the time of service and if it is permitted under applicable law.

LES Grease Trap Agreement AB Kitchen / Southern Table Hospitality

Final Audit Report

2024-06-04

Created:	2024-06-04
By:	Craig Condon (Craig.Condon@liquidenviro.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARNKHIROVw-V-2rQTaE8ZVkiNd13tred

"LES Grease Trap Agreement AB Kitchen / Southern Table Hospitality" History

-  Document created by Craig Condon (Craig.Condon@liquidenviro.com)
2024-06-04 - 2:16:56 PM GMT- IP address: 12.185.162.22
-  Document emailed to eric@southerntablehospitality.com for signature
2024-06-04 - 2:23:07 PM GMT
-  Email viewed by eric@southerntablehospitality.com
2024-06-04 - 2:23:51 PM GMT- IP address: 50.221.97.106
-  Signer eric@southerntablehospitality.com entered name at signing as Eric B. Williams
2024-06-04 - 2:24:20 PM GMT- IP address: 50.221.97.106
-  Document e-signed by Eric B. Williams (eric@southerntablehospitality.com)
Signature Date: 2024-06-04 - 2:24:22 PM GMT - Time Source: server- IP address: 50.221.97.106
-  Document emailed to Craig Condon (Craig.Condon@liquidenviro.com) for signature
2024-06-04 - 2:24:23 PM GMT
-  Document e-signed by Craig Condon (Craig.Condon@liquidenviro.com)
Signature Date: 2024-06-04 - 3:45:01 PM GMT - Time Source: server- IP address: 12.185.162.22
-  Agreement completed.
2024-06-04 - 3:45:01 PM GMT