



S O U T H E A S T

BIO·SOLUTIONS LLC

Service Agreement

This Service Agreement, was made on this ____ day of _____ 20__ by and between Southeast Bio-Solutions, LLC, a Florida Limited Liability Company of the State of Florida, with its principal address at 6352 NW 18th Drive, Suite 6, Gainesville, Florida 32653, hereinafter referred to as SBS, and _____ having its principal place of business located at _____, City _____, State _____ Zip _____, Phone _____ Fax _____ hereinafter referred to as “CUSTOMER”, for and in consideration of the mutual promises herein contained, the sufficiency of which is acknowledged, the parties agree as follows:

- a. SBS will pick-up the CUSTOMER Biomedical Waste, as defined in Section 381.0098, Florida Statutes, within the time frame agreed upon in Section i. SBS retains the right to refuse pick-up of any container that is punctured, unsealed, leaking, or that has been contaminated with hazardous material.
- b. CUSTOMER accepts responsibility for following the generator guidelines outlined by the Florida Department of Health (“DOH”), as provided in Section 381.0098, Florida Statutes. CUSTOMER is fully responsible for the proper segregation, contents, packaging of waste, and having waste prepared and ready for scheduled pick-ups.
- c. SBS will provide CUSTOMER with a cardboard box outer container and one impermeable, polyethylene plastic bag of approved physical properties with the International Bio-Hazard Logo.
- d. SBS warrants that the CUSTOMER’S Biomedical Waste will be transported and delivered for final destruction. SBS will provide the CUSTOMER with a copy of the Tracking Form at the time when waste is picked-up, and will submit with invoice a completed Tracking Form with the site of destruction manifest information.
- e. The term of this Agreement is for one (1) year as of the date of execution and is renewable automatically for an additional term unless terminated. This Agreement may be terminated by either party with sixty (60) days written notice.
- f. In compliance with DOH and Department of Transportation (“DOT”) (together “Regulatory Agencies”) Rulings, all manifests, records, invoices, and any other signed documents, will be kept

on file for three (3) years and will be available to CUSTOMER and Regulatory Agencies as required.

- g. SBS reserves the right to adjust pricing when volume of waste increases, according to the published fee schedule.
- h. CUSTOMER shall be liable for all injuries, losses, and damages that result from any Non-conforming Waste, due to packaging or contents, being collected or transported.
- i. Liability for Equipment: CUSTOMER shall have the care, custody, and control of containers and other equipment owned by SBS and placed at CUSTOMER'S premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of SBS. CUSTOMER agrees to defend, indemnify and hold harmless SBS from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of CUSTOMER'S use, operation, or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to CUSTOMER at full replacement value.

No. of Pick-Ups/Month _____ Week of Pick-Up _____

No. of Containers _____ Cost Per Container _____

- j. Relationship: The parties agree that SBS is an independent contractor and is in no means an employee or agent of CUSTOMER.
- k. Compliance: The parties agree that each will notify the other within twenty-four (24) hours of any instance of citation, reprimand, sanction, or discipline by any local, state or federal regulatory entity relating to the storage, handling or disposal of Regulated Medical Waste, and will disclose to the other party the details of any such citation, reprimand, sanction, or discipline.
- l. Litigation: The parties agree that each will notify the other within twenty-four (24) hours if it appears that the other party will become the subject of a lawsuit.
- m. Notice: Any written notice required or permitted to be given pursuant to this Agreement shall be sufficient if sent by standard U.S. Mail to the principal offices of the parties.
- n. Assignment: Neither party may assign to any entity that party's rights and responsibilities pursuant to this Agreement without the prior written consent of the other party.
- o. Entire Agreement: This Agreement constitutes the entire Agreement between the parties, and no writings or verbal assertions other than this Agreement shall be valid or enforceable.

Telephone: (352) 372-1819 • Fax: (352) 371-6216 • Email: sebiosolutions@gmail.com

- p. **Governing Law:** This Agreement shall be construed pursuant to the laws of the State of Florida and venue for any legal action taken pursuant to enforce this Agreement shall be limited to the federal and state courts situated in Alachua County, Florida.
- q. **Attorneys Fees:** In the event either party chooses to retain the services of an attorney in order to enforce any provision of this Agreement, the successful party to such enforcement action will be entitled to reimbursement of reasonable attorneys' fees and costs of litigation, to include any appeals, from the other party.
- r. **Waiver:** A waiver of any term or condition of this Agreement by either party shall apply only to that one instance of waiver, and will not limit the right of such waiving party to enforce the waived term, or any other term of the Agreement, at any subsequent time.
- s. **Amendment:** No amendment of this Agreement shall be valid and enforceable unless made in writing and signed by both parties.
- t. **Severability:** Should any provision of this Agreement be determined invalid, void or unenforceable, such provision shall be severed from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect.

CUSTOMER (PRINT)

SBS (PRINT)

Signature / Date

Signature / Date

** Invoices outstanding more than 30 days will be subject to a billing of \$15.00 per month.