(2) By order or decree of a Court, Franchisee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Franchisee, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

(3) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Franchisee, and such possession or control shall continue in effect for a period of sixty (60) days; or

(4) The Franchisee has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Franchisor pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by Franchisor to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Franchisee of written demand from Franchisor to do so, Franchisee fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Franchisee having the burden of proof to demonstrate [a] that the default cannot be cured within thirty (30) days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

B. However, notwithstanding anything contained herein to the contrary, for the failure of Franchisee to provide Collection Service for a period of three (3) consecutive scheduled working days, the Franchisor may secure the Franchisee's billing records on the fourth (4th) working day in order to provide interim collection services until such time as the matter is resolved and the Franchisee is again able to perform pursuant to this Collection

Agreement; provided, however, if the Franchisee is unable for any reason or cause to resume performance at the end of thirty (30) working days all liability of the Franchisor under this Agreement to the Franchisee shall cease and this Agreement may be deemed immediately terminated by the Franchisor.

C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Franchisee's record of performance shows that Franchisee has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Franchisee, in the opinion of Franchisor and regardless of whether Franchisee has corrected each individual condition of default, Franchisee shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The Franchisor shall thereupon issue Franchisee final warning citing the circumstances therefore, and any single default by Franchisee of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Franchisor may terminate this Collection Agreement upon the giving of written Final Notice to Franchisee, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Franchisee shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Franchisee shall proceed to cease any further performance under this Collection Agreement.

D. In the event of the aforesaid events specified in paragraphs A, B and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in Franchisor's written notice to Franchisee and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Franchisor under this Agreement to the Franchisee shall cease, and the Franchisor shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The Franchisee for failure to perform shall reimburse the Franchisor all direct and indirect costs of providing interim collection service.

31. **MODIFICATIONS TO AGREEMENT DUE TO PUBLIC WELFARE OR CHANGE IN LAW**:

The Franchisor shall have the power to make changes in this Agreement as the result of changes in law and to impose new and reasonable rules and regulations on the Franchisee under this Collection Agreement relative to the method of collection and disposal of Garbage, Rubbish, Bulk Trash, Vegetative Waste, or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare. The Franchisor shall give the Franchisee reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of solid waste and recyclables as referenced herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Franchisee.

The Franchisor and Franchisee understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

The Franchisor and Franchisee agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law.

32. **RIGHT TO REQUIRE PERFORMANCE**:

The failure of the Franchisor at any time to require performance by the Franchisee of any provisions hereof shall in no way affect the right of the Franchisor thereafter to enforce the same. Nor shall waiver by the Franchisor of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

33. **TITLE TO WASTE**:

The Franchisor shall, at all times, hold title and ownership to all Residential and Commercial Solid Waste, Vegetative Waste, Rubbish, Recyclable Material and all other waste collected by the Franchisee pursuant to this Agreement.

34. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.**

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the Franchisor and Franchisee agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The Franchisor and Franchisee agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

35. **COMPLIANCE WITH LAWS**:

The Franchisee shall conduct operations under this Agreement in compliance with all applicable laws.

36. **SEVERABILITY**:

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The Franchisor and Franchisee agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

37. **ASSIGNMENT AND SUBLETTING**:

The Franchisee shall not assign or dispose of the Franchise granted by this Agreement by sale, lease, mortgage or otherwise transfer it in any manner whatsoever without the express written consent of the Franchisor. Prior to any proposed assignment or sale of the Franchise, the Franchisor shall be given the right of first refusal. The Franchisor shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Franchisee. Any assignment of this Agreement made by the Franchisee without the express written consent of the Franchisor shall be null and void and shall be grounds for the Franchisor to declare a default of this Agreement and immediately terminate

this Agreement by giving written notice to the Franchisee, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Franchisor under this Agreement to the Franchisee shall cease, and Franchisor shall have the right to call the performance bond and shall be free to negotiate with other Franchisees or any other person or company for the service of the Franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Franchisee.

It is the intent of the parties that no Franchisee, whether by itself or through its parent(s) or holding companies, shall at any time hold or have control of more than two (2) Solid Waste and Recycling Collection Franchise Agreements with the Franchisor.

For purposes of this Section, a parent or holding company shall mean any person, corporation or company holding, owning or in control of more than ten (10%) percent stock or financial interest in the Franchisee.

38. **MODIFICATIONS**:

This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

39. **INDEPENDENCE OF AGREEMENT**:

Except as otherwise noted in Section 3.A, it is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Franchisee as the agent, representative or employee of the Franchisor for any purpose whatsoever. The Franchisee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

40. **MUNICIPALITY'S OPTION TO BE COVERED BY CONTRACT**:

The Franchisee shall have the right of first refusal to provide Residential Solid Waste Collection Services to any municipality in the County located adjacent to and contiguous with its Service Area boundaries under the same terms, conditions and rate of compensation as provided for under the terms of this Collection Agreement. The County and a municipality that elects to be covered by this Collection Agreement shall enter into an interlocal agreement regarding the participation of

the municipality. Municipalities currently being served by a Franchisee under the terms and conditions of the prior franchise agreement shall continue to be served by those franchisees under the provisions of this Collection Agreement.

41. **OTHER RATE ADJUSTMENTS**:

Non-performance of this Franchise Agreement or a request for a rate increase, either of which are attributed to the Franchisee accepting the Franchise Agreement award at an insufficiently low rate, shall result in cancellation of all solid waste and recycling collection service Franchise Agreements for all service areas entered into with the franchisee.

42. **EXISTING OR PRIOR AGREEMENTS**:

The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior Agreement or understanding, written or verbal, between the parties regarding the work performed, compensation to be paid, and all other matters contained.

43. **ATTORNEY'S FEES AND COSTS**:

The Franchisor and Franchisee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

44. **BINDING EFFECT**:

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the Franchisor and Franchisee and their respective legal representatives, successors, and assigns.

45. **AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

46. **CLAIMS FOR FEDERAL OR STATE AID**:

Franchisor and Franchisee agree that each shall be, and is, empowered to apply for,

seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

47. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS**:

Franchisor and Franchisee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within thirty (30) days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

48. **NONDISCRIMINATION**:

Franchisor and Franchisee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. Franchisor and Franchisee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 794), which prohibits discrimination on the basis of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. ss. 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; (9) The Monroe County Human Rights Ordinance (Chapter 13, Article VI, Sections 13-101 through 13-130), as may be amended from time to time, relating to nondiscrimination; and (10) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

49. **COOPERATION**:

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, Franchisor and Franchisee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related

to the substance of this Agreement or provision of the services under this Agreement. Franchisor and Franchisee specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

50. **COVENANT OF NO INTEREST**:

Franchisor and Franchisee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

51. **CODE OF ETHICS**:

The Franchisor agrees that the officers and employees of the Franchisor recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

52. **NO SOLICITATION/PAYMENT**:

Franchisor and Franchisee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Franchisee agrees that the Franchisor shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

53. **PUBLIC ACCESS**:

Franchisor and Franchisee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Franchisor and Franchisee in conjunction with this Agreement; and the Frnchisor shall have the right to unilaterally cancel this Agreement upon violation of this provision by Franchisee.

54. **NON-WAIVER OF IMMUNITY**:

Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the Franchisor and Franchisee in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by

the Franchisor be required to contain any provision for waiver.

55. **PRIVILEGES AND IMMUNITIES**:

All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, volunteers, or employees of the Franchisor, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

56. **LEGAL OBLIGATIONS AND RESPONSIBILITIES; NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES:**

This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any other participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the Franchisor, except to the extent permitted by the Florida constitution, state statutes, case law, and, specifically, the provisions of Chapters 125 and 163, Florida Statutes.

57. **NON-RELIANCE BY NON-PARTIES**:

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Franchisor and Franchisee agree that neither the Franchisor and Franchisee or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

58. **ATTESTATIONS**:

Franchisee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics statement, and a Drug-Free Workplace Statement.

59. **NO PERSONAL LIABILITY**:

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

60. **EXECUTION IN COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

61. **SECTION HEADINGS:**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Collection Agreement to be executed by the respective authorized representatives as of the date first above written.

(SEAL)	BOARD OF COUNTY COMMISSIONERS
ATTEST: DANNY L. KOLHAGE, CLERK	OF MONROE COUNTY, FLORIDA
By _____	_____
Deputy Clerk	Mayor/Chairperson
(SEAL)	(FRANCHISEE NAME)
ATTEST:	
By _____	_____
Title _____	Title _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
JOHN R. COLLINS
COUNTY ATTORNEY
Date 05/04/04

EXHIBIT I

DESCRIPTION OF BOUNDARIES OF SERVICE AREA

Stock Island (except College Road)
Key Haven
Boca Chica Key
Rockland Key
Big Coppitt Key
Geiger Key
Saddlebunch Keys (Baypoint)
Sugarloaf Key
Cudjoe Key
Venture Key
Out Key
Summerland Key
Little Knock'em Down Key
Little, Middle, and Big Torch Keys
Big Pine Key
No Name Key
Bahia Honda Key
Sunshine Key

EXHIBIT II
APPROVED RATE SCHEDULE
Waste Management of Florida, Inc.
FY 2004-2005 Approved Rates

Residential Collection Rates (per unit)

Services	Curbside Service	
Solid Waste	$10.95	(2x/wk)
Recycling	$3.44	(1x/wk)

Commercial Solid Waste, Commercial Recycling and Roll-Off Collection Rates

Solid Waste Collection Rate	$4.57 per cubic yard
Recycling Container Collection Rate	$4.57 per cubic yard
Compactor Collection Rate (12 cubic yards or less)	$13.78 per cubic yard
Compactor Collection Rate (greater than 12 cubic yards)	$178.25 per pull
Roll-Off Collection Rate	$178.25 per pull

MONTHLY CONTAINER MAINTENANCE FEES

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking mechanism
1YD	$13.78
2YD	$15.64
3YD	$17.56
4YD	$17.85
6YD	$19.77
8YD	$21.69
RECYCLING CONTAINERS 32 gal. 90 gal.	 $1.25 $3.53

Capacities in between these values can be obtained by interpolation.
Capacities outside of these values can be obtained by extrapolation.

EXHIBIT III
DISCLOSURE OF SERVICE RATES

"REGULATION BY MONROE COUNTY"

The terms and conditions of this Commercial Solid Waste Collection Service Agreement are regulated by a Collection Agreement granted by Monroe County. Should the customer have any questions relating to the terms and conditions of this Collection Agreement, the customer may call the Contract Administrator at (305) 292-4432.

"COMMERCIAL COLLECTION CONTAINERS"

The Customer shall be provided the Commercial Collection Container from the Franchisee at the maintenance fee approved by the Board. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Franchisee's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner. In the event of damage to a Container, the incident will be investigated by the Contract Administrator including a determination of any compensation due the affected party.

"SPECIAL SERVICES"

If a customer requests, the Franchisee may provide special services for the collection of Commercial Solid Waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Franchisee provides special services, such charges must be separately stated under the "RATES FOR SERVICES" Disclosure Statement. The maximum for these special service rates are fixed by the Board. A copy of these rates can be obtained from the Franchisee or the Contract Administrator.

"RATES FOR SERVICE DISCLOSURE"

A RATES FOR SERVICES disclosure statement shall be completed and issued to each Customer receiving Commercial Solid Waste Collection Service, or Special Services. Upon initial signing of a contract for these services, a copy of this disclosure statement shall be provided to the Customer and to the Contract Administrator. Any changes in level of service or cost of service shall require the issuance of a new disclosure statement. If service is terminated for any reason, a copy of the disclosure statement indicating the reason(s) and date of termination shall be submitted to the Contract Administrator.

The "Rates For Services" disclosure statement shall have attached a rate schedule which specifies the Collection Rate and the Disposal Rate based on size of Container and frequency of service; the Container Rental rate, expressed as a monthly flat fee based on the size of the Container; and the cost per month for each Special Service required by the Customer.

"RATES FOR SERVICES DISCLOSURE STATEMENT"

Franchise Name: _____ Date of Agreement: _____

Customer Name: _____ Service Date: _____

Customer Address: _____ Begin: _____

Customer Phone #: _____ End: _____

Level of Service: _____

Item	Monthly Cost
Cost of Collection of Solid Waste	_____
Cost of Disposal of Solid Waste	_____
Cost of Container Maintenance for Solid Waste	_____
Itemized Charges for Special Services	_____
Total	_____

THESE SERVICES ARE PROVIDED UNDER A FRANCHISE AGREEMENT REGULATED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY. SHOULD YOU HAVE ANY QUESTIONS RELATING TO THESE RATES, PLEASE CALL THE SOLID WASTE MANAGEMENT DEPARTMENT (305) 292-4432.

EXHIBIT IV
ANNUAL FINANCIAL REPORTING FORMAT

The Franchisee shall submit to the Franchisor a certified comparative operating cost statement prepared in accordance with generally accepted accounting standards.

The Franchisee shall disclose as part of the Statement of Income and Expense all methods of allocations used to distribute costs between commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The Franchisee shall provide a description of the expenses classified as Other Operating Costs and Other General and Administration.

Any allocations made will need to be disclosed in a narrative format, along with the basis for those allocations. Additionally, it is understood that each Franchisee shall utilize the accrual basis of accounting for income and expenses.

Attached is the required format for financial statement reporting in accordance with this Franchise Agreement.

(Franchisee)
Statement of Income and Expenses
For (month, year) ended (month, year)

Revenues:		
(list by type)	$_____	
Total Revenue		$_____
Expenses and General & Administrative Costs:		
Employees' wages	$_____	
Employees' insurance-group	$_____	
Employees' miscellaneous expense	$_____	
Employees' payroll taxes	$_____	
Employees' uniforms and laundry	$_____	
Employees' profit sharing plan	$_____	
Depreciation-vehicle	$_____	
Fuel	$_____	
Vehicle insurance	$_____	
Vehicle license, tags and tax	$_____	
Depreciation-equipment	$_____	
Repair parts and maintenance	$_____	
Shop supplies	$_____	
Tires and tubes	$_____	
Depreciation-facilities	$_____	
Depreciation-office equipment	$_____	
Depreciation-containers	$_____	
Accounting	$_____	
Bad Debts	$_____	
Electric	$_____	
Franchise fees-County	$_____	
Insurance-general	$_____	
Legal	$_____	
Other Operating Costs	$_____	
Office Expense	$_____	
Profit sharing plan administration	$_____	
Postage and freight	$_____	
Rent	$_____	
Security	$_____	
Taxes and licenses	$_____	
Telephone	$_____	
Utilities	$_____	
Office salaries	$_____	
Office insurance-group	$_____	
Office payroll taxes	$_____	
Office uniforms and laundry	$_____	
Office profit sharing plan	$_____	
Advertising	$_____	
Donations	$_____	
Dues and subscriptions	$_____	
Travel, entertainment and promotion	$_____	
Interest	$_____	
Amortization	$_____	
Management Fee	$_____	
Other general and administration costs	$_____	
Total operating expenses and general and administrative costs		$_____
Income before Provision for Income Taxes	$_____	
Provisions for Income Taxes	$_____	
Net Income		$_____

"The Accompanying Notes are an Integral Part of this Statement"

EXHIBIT V
SPECIAL SERVICES

RATES DETERMINED BY THE FRANCHISOR
(Not to be adjusted during term)

	Rate Per Service
Rolling Out Container (and returning it to original location)	$3.00
Back Door Service (Residential Curbside Only)*	Negotiable
Opening (and closing) Doors or Gates	$1.00
Locks for Containers	$10.00 (one time) Charge for Replacements based on cost + 10%
Unlocking Containers	$1.35
Supplying (and retrofitting) locking mechanism on container**	$60.00
Adding wheels to or changing wheels on 1, 2, and 3 yard Containers only	No Charge
Moving Container Location (if feasible) Per Customer Request	$30.00
Adding lids to or changing lids on Containers	No Charge
Set up and Return Fees	$25.00

* There will be no charge for those residents medically unable to bring solid waste or recyclables to curbside as delineated in Section 4. Back Door service to all other customers may be offered by the Franchisee.

** Determination of necessity of locking mechanisms is based on customer requirements.

EXHIBIT VI
PERFORMANCE BOND SLIDING SCALE

Gross Revenues (Minus Disposal Fees paid to the Franchisor) in Millions of Dollars	Performance Bond Required
2.5 - Above	$400,000
1.5 - 2.5	$300,000
.5 - 1.5	$200,000
.0 - .5	$100,000

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4