



COMPOSTING SERVICE AGREEMENT

This Agreement for Composting Services is made effective as of June 1, 2024, by and between City of Hollywood, 2600 Hollywood Boulevard, Hollywood, FL 33020-4807, and Renuable LLC of 21020 NE 26th Ave, Miami, Florida 33020-5137.

DESCRIPTION OF SERVICES. Beginning on June 1, 2024, Renuable LLC will provide to City of Hollywood the following Composting Services (collectively, the "Services"):

Renuable LLC shall:

Collect and ensure proper processing of compostable materials from one 5-gallon bucket to be picked up weekly from June 1, 2024, through June 1, 2025.

Conduct a training meeting with residents and staff to help improve education around composting and best practices.

Collect and record weights from collected material in our member dashboard to be used as data for the composting program pilot.

Replace the collected compost container with a clean, empty one.

MATERIALS AND SUPPLIES. Renuable LLC shall furnish all materials and equipment necessary to perform the Services described in this Contract except any other consumables or marketing, which are to be supplied by City of Hollywood.

We will supply the resident with a 5-gallon sealed container and lid, pre-lined with a compostable bag for compost collection.

SUPERVISION. Systematic inspection shall be conducted by Renuable LLC to ensure that all services are properly performed. All compost program members will have access to the Renuable Member Dashboard where they can contact our support team for any questions, comments, or concerns, or to notify us of any missed pick-ups.

To ensure that any problems that may arise will be promptly resolved, City of Hollywood will promptly relay any complaints to Renuable LLC.

PAYMENT. Payments shall be made to Renuable LLC, via ACH or check delivered to 21020 NE 26th Ave., Miami, Florida 33020-5137, in the amount of \$38,890 upon executing this Contract.

A 25% discount has been applied for City of Hollywood.

This payment will include the services (\$34,800) and all start-up costs for containers, training, and delivery (\$4,090).

Payment is due 14 days before service starts.

In addition to any other right or remedy provided by law, if City of Hollywood fails to pay for the Services when due, Renuable LLC has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

TERM. This Contract will terminate automatically on June 01, 2025.

INSURANCE. Renuable LLC, at its own cost and expense, shall procure and maintain an insurance policy for the protection of its employees engaged in work under this Contract.

WARRANTY. Renuable LLC shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services that meet generally acceptable standards in Renuable LLC's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to Renuable LLC on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If the performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address outlined in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES. This Contract shall be signed on behalf of City of Hollywood by _____ and on behalf of Renuable LLC by Xavier De Roos, Manager, effective as of the date first above written.

Service Provider:

Renuable LLC

Date: 5/21/24

By: *Xavier DeRoos*

Xavier DeRoos

Manager

Service Recipient:

City of Hollywood

By:

Date:
