

GREEN STAR BIODIESEL LLC SERVICE AGREEMENT

This Agreement (“Agreement”) made this _____ day of _____, 2016 (the “Effective Date”), by and between the undersigned restaurant or food service operation (the “Customer”) doing business at the location set forth below Customer’s signature (herein after referred to as Customer’s Premises), and Green Star Biodiesel LLC (herein after referred to as “Green Star”).

In consideration of their mutual promises recited herein, Green Star and Customer, intending to be legally bound, hereby agree as follows:

1. Term. This Agreement will be for a term of ____ year(s) commencing on the Effective Date, and will automatically renew for additional consecutive terms of ____ year(s) each. If Customer is not satisfied with the services provided by Green Star, they can cancel the Agreement with thirty (30) days written notice.

2. Waste Cooking Oil Services Provided. By entering into this agreement with Green Star, the Customer agrees that Green Star shall have the exclusive right to transport away from Customer’s Premises all of its used cooking oil and grease (“Waste Oil”) on scheduled dates (each instance, a Service Date) established at Green Star’s discretion based on volume of Customer’s Waste Oil (which Customer warrants to be approximately ____ gallons/month). All right and title to Waste Oil shall vest in and be transferred to Green Star once placed into the Container by Customer. The charge to the Customer by Green Star for these regularly scheduled services shall be:

A flat rate of \$_____ per gallon for all Waste Oil removed from the Container. Rate subject to change without prior notice based on the market price of Yellow Grease as per the Jacobsen index in the Carolina’s region.

Free (\$0.00) Waste Oil removal. Customer hereby acknowledges that the discount to the flat rate is based on either Customer’s acceptance of Grease Trap Services (below) and/or representations of approximate monthly Waste Oil volumes (listed in paragraph 2).

3. Premises Access and Collection Containers. Green Star shall furnish customer with an adequate Waste Oil collection container (“Container”) into which Customer shall deposit Waste Oil. Customer shall provide Green Star (or authorized agent of Green Star) unobstructed access to the Container and other receptacles containing Waste Oil on the Service Date, including during off-business hours, weekends, and holidays. The Container furnished shall remain Green Star’s property. Customer shall only use the Container for its intended purpose. While in its care, custody, and control, Customer shall be responsible for damage to the Container if such damage is due to the negligence of Customer.

4. Customer’s Warranties. Customer warrants that Waste Oil collected by Green Star will not contain commercially unreasonable amounts of water, food scrap, or radioactive, flammable, explosive, toxic or hazardous material. Customer warrants that its Premises are sufficient to bear the weight and wear of Green Star’s equipment and vehicles.

5. Grease Trap Services Provided (Optional). Green Star shall perform services to the underground grease trap, estimated at approximately _____ gallons. Green Star will pump out all solids, fats, oils, and grease, as well as pressure wash immediate surrounding area of grease trap (collectively the “Grease Trap Service”). The Grease Trap Service will be provided at Customer’s Premises as required by D.E.R.M. regulations or as otherwise required every _____ weeks. The fee Green Star shall be entitled to charge Customer for these regularly scheduled services shall be:

The standard rate of \$_____ per gallon removed from the grease trap, plus applicable taxes, each Service Date, or a flat rate of \$_____.

A discounted flat rate of \$_____ plus applicable taxes, each service date. Customer hereby acknowledges that the discount to the standard rate is based on Customer’s representations of approximate monthly Waste Oil volumes (listed in paragraph 2). Should the actual monthly average volume of Waste Oil collected by Green Star (as evidence of Green Star’s service records) prove to be less than 80% of the estimated volume listed in paragraph 2, the discounted rate shall not apply and Green Star shall be entitled to charge its standard rate for Grease Trap Service. Additional service requested by Customer will be billed in addition to regular grease trap service fees.

Free (\$0.00) Grease Trap Service. Customer hereby acknowledges that the discount to the standard rate is based on Customer’s representations of approximate monthly Waste Oil volumes (listed in paragraph 2). Should the actual monthly average volume of Used Oil collected by Green Star (as evidence of Green Star’s service records) prove to be less than 80% of the estimated volume listed in paragraph 2, the discounted rate shall not apply and Green Star shall be entitled to charge its standard rate for Grease Trap Service. Additional service requested by Customer will be billed in addition to regular grease trap service fees.

Last Grease Trap Service Date: _____

6. Line Jetting Services Provided (Optional). Green Star shall perform line jetting services for approximately _____ feet of incoming and outgoing lines. (collectively the “Line Jetting Service”). The Line Jetting Service will be provided quarterly at Customer’s Premises as required by D.E.R.M. regulations or as otherwise required. The fee Green Star shall be entitled to charge Customer for these regularly scheduled services shall be:

The standard rate of \$_____ per foot jetted from the line, plus applicable taxes, each Service Date, or a flat rate of \$_____.

Last Line Jetting Service Date: _____

7. Opportunity to Cure. If a party breaches this Agreement, the non-breaching party shall provide written notice to the breaching party identifying each claimed breach (the “Notice”). The

breaching party shall have 5 business days, excluding holidays, within which to cure the claimed breach (the “Cure Period”). This paragraph does not apply to a breach by Customer of its exclusivity obligation to Green Star.

8. Indemnity. Customer shall indemnify, defend, and hold harmless Green Star from and against claims, damages, losses, and expenses arising out of or resulting from the parties’ operations or this Agreement, provided Customer’s indemnification obligations shall not apply to occurrences caused by Green Star’s negligence.

9. Dispute Resolution. As a condition precedent to filing a lawsuit, any claim arising out of or related to this Agreement, except claims for emergency injunctive relief, shall be subject to mediation in Miami-Dade County, Florida, according to the American Arbitration Association’s rules in effect at the time a request for mediation is filed and the parties shall share the costs equally. Florida law governs all disputes arising out of or related to this Agreement. The prevailing party in any dispute arising out of or relating to this Agreement shall be entitled to recover from the other party reasonable attorneys’ fees, costs, and expenses incurred by the prevailing party, including pre-suit mediation costs.

10. Miscellaneous. Neither party shall be required to perform if performance is rendered commercially impracticable or impossible due to a force majeure event. This Agreement is binding on and inures to the benefit on the parties and their successors and assigns. If any provision herein is declared invalid, it shall be severed and the remaining Agreement shall remain in force. The parties agree to keep confidential and not to disclose to any third party any confidential information or trade secret of the other party, including but not limited to this Agreement. Customer acknowledges that it has read and understands the terms and conditions of this agreement, and is not presently under any other Contract/Agreement for like services.

10. Self-Declaration on Used Cooking Oils and Fats (UCO) for Biofuel Production According to the Directive 2009/28/EC¹ Under ISCC EU (this document does not apply for deliveries under ISCC DE / 36th BImSchV). By signing this service contract, the signatory declares that the following requirements are met:

I. The delivery consists entirely of used cooking oil² (UCO) and is not mixed with fresh oil. The cooking oil is entirely of vegetable origin.

II. Documentation of quantities delivered is available.

III. Applicable national legislation regarding waste prevention and management (e.g. transport, supervision etc.) are complied with.

Note: By signing this service contract, the signatory acknowledges that auditors from certification bodies (may be accompanied by inspectors from authorities with the purpose to evaluate the performance of the certification body) and staff of certification schemes can examine whether the requirements are met as stated in this self-declaration.

¹ Only biomass defined as the biodegradable fraction of products, waste and residues from biological origin from agriculture (including vegetal and animal substances), forestry and related industries including fisheries and aquaculture, as well as the biodegradable fraction of industrial and municipal waste (Directive 2009/28/EC).

² Please be aware, that animal fat is not considered biomass in some Member States. Biofuel produced from a feedstock of animal origin might thus not be eligible to be counted against the biofuel quota in those Member States.

³ Vegetable oil which has been used for cooking or frying meat and therefore may be contaminated with animal content does not classify as of animal origin.

This Agreement shall not be amended in writing signed by all parties and shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, CUSTOMER and GREEN STAR have executed this SERVICE AGREEMENT as of the EFFECTIVE DATE.

CUSTOMER NAME

GREEN STAR BIODEISEL LLC
3208 NW 32nd Avenue Miami, FL 33142
P. (954) 278-8880 F. (954) 281-5438
E. info@gstarbio.com

Print Name of Customer

By: _____

Print Name and Title

By: _____

Signature: _____

Print Name and Title

Date: _____

Signature: _____

Date: _____

CUSTOMER ADDRESS

Street

City

State

Zip Code