



CONTRACT EXECUTIVE OVERVIEW COMMERCIAL FRANCHISE AGREEMENT

Contract Year 2026-2027

Franchisee Name Creech Enterprises, Inc. dba Southeast Containers

Annual non-exclusive commercial solid waste franchise agreement.

Approvals:

Signed by:
Project Manager Alyssa Roscoe
Signed by: 8F781AD8D34D9...
City Finance Helena Alves
Signed by: 4F2A3892B67B492...
City Attorney Marcus Duffy
Signed by: A9D99FA6D9FD417...
City Manager Mike McElotlin
Signed by: D7DF1A254975438...

Date: Aug 17, 2026 | 12:55 PM EDT

Date: Aug 31, 2026 | 8:45 AM EDT

Date: Aug 28, 2026 | 4:12 PM EDT

Date: Aug 31, 2026 | 5:46 AM PDT

Franchisee Contact Name and Email Aaron S. Creech, Sr. secontainers@gmail.com

CITY OF PALM COAST COMERCIAL SOLID WASTE FRANCHISE APPLICATION

To apply for a Commercial Solid Waste Franchise Agreement with the City of Palm Coast, please review the attached application and Franchise Agreement. Then initial where indicated, attach the requested documentation, and DocuSign the application and the Franchise Agreement. Once you complete this submission via DocuSign, the signed application and Franchise Agreement along with all attachments will be submitted to The City of Palm Coast - Central Services Division.

Once all documentation is reviewed and determined to be complete and satisfactory, **and your annual application fee has been received**, the Franchise Agreement will be processed for City Manager signature. Upon City Manager signature, a copy of the fully executed Franchise Agreement will be returned to you via DocuSign.

Franchise Agreements are valid for one year from date of issuance. To renew, please contact the City to request a new application. Each application will be considered by the City Manager in the same manner as the initial application.

1. Select applicable option below and attach copy of the check for the annual application fee:
Also, please mail your check for the annual franchise application fee as soon as you complete and submit this DocuSign application and agreement. Mail Check to:



City of Palm Coast
Central Services Division
160 Lake Avenue
Palm Coast, FL 32137

☐ General Commercial Solid Waste Removal	☒ Construction & Demolition Debris Removal ONLY
Required Documentation	Required Documentation
Annual Application Fee: \$2,500	Annual Application Fee: \$1,000
Liability Insurance	Liability Insurance
Public Liability (Injury) \$1,000,000 (1 Person)	Public Liability \$1,000,000 (1 Person)
\$2,000,000 (2 Persons)	\$2,000,000 (2 Persons)
Property Damage Liability: \$1,000,000	Property Damage Liability: \$1,000,000
Umbrella Policy: \$5,000,000	Umbrella Policy: N/A
Workers Compensation \$500,000	Workers Compensation \$500,000
Automobile Liability: \$1,000,000	Automobile Liability: \$1,000,000
License or Permit Bond: \$1,000,000	License or Permit Bond: \$25,000
Business Tax: \$200	Business Tax: \$70

**In order to select and provide General Commercial Solid Waste Removal services within the City, Franchisee shall provide full recycling services, including but not limited to glass, plastic, aluminum, cardboard, etc.)*

Initial
ASCS

2. Attach proof of "License or Permit Bond" in amount specified above based on your selected option.



3. Attach a Certificate of Insurance (COI) listing the City of Palm Coast as Additional Insured in amounts specified based on selected option.



4. **Window Stickers** – Not applicable

5. Initial here to acknowledge your agreement that within five (5) business days of City's request, Franchisee will provide documentation of plan for disposal of all commercial waste, construction and demolition materials or recyclables collected within the City at an approved and licensed disposal site or recycling recoveries facility. ASCS
6. Initial here to acknowledge your agreement that within five (5) business days of City's request, Franchisee will provide written Personnel policy addressing hiring and retention of employees with regard to driving violations and random testing for use of illegal substances. ASCS
7. Attach a copy of your annual City of Palm Coast Local Business Tax Receipt. 
8. Review and Sign the attached Franchise Agreement. ASCS

The undersigned individually, or if a corporation for itself, its officers and directors, hereby authorizes the City Manager, or designee, to conduct an investigation into information contained herein and related to criminal or personal records.

I have read, understood and agree to comply with the requirements contained in this application:

Signed by: Aaron S. Creech, Sr.
Signature: (Authorized Representative)

Print Name: Aaron S. Creech, Sr.

Title: president

Phone Number: 3862623047

Date: Aug 28, 2026 | 3:54 PM EDT

secontainers@gmail.com

NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT

THIS NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE AGREEMENT ("Agreement") is made and entered into this the 31st day of August, 2026 ("Effective Date") by and between the City of Palm Coast, Florida, hereinafter referred to as "CITY", whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and CREECH ENTERPRISES, INC. DBA SOUTHEAST CONTAINERS hereinafter referred to as "FRANCHISEE", whose principal place of business is 960 S. Nova Road, South Daytona, Florida 32119.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

- 1. PRELIMINARY MATTERS.** The definitions set forth in City of Palm Coast Ordinance Number 2008-05 and its implementing rules shall apply relative to this Agreement and FRANCHISEE agrees to comply with all of the provisions of Ordinance Number 2008-05 and its implementing rules.
- 2. GRANT OF NONEXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE.** CITY hereby grants a nonexclusive commercial solid waste franchise to FRANCHISEE consistent with the terms and conditions of all of the provisions of Ordinance Number 2008-05 and its implementing rules which include payment of the franchise fee set forth therein. FRANCHISEE agrees to comply with the terms and conditions of all of the provisions of Ordinance Number 2008-05 and its implementing rules.
- 3. TERM.** The term of this Agreement shall be for a one (1) year period commencing on the Effective Date.
- 4. PAYMENT/FINANCIAL REPORTING**
 - a. Annual Application Fee** - FRANCHISEE shall pay to CITY an annual application fee as follows:
 - (1). Commercial Solid Waste Collection Application Fee - \$2500.00 (Resolution # 2008-28), or
 - (2). Construction and Demolition Debris Collectors/Haulers Application Fee - \$1000.00 (Resolution # 2008-217).
 - b. Monthly Franchise Fee** – FRANCHISEE shall pay to CITY a monthly Franchise Fee of 15% of gross revenues billed monthly for General Commercial Solid Waste Removal and Construction and Demolition Debris Removal (Resolution #2025-119).
 - c. Resolution** - All fees herein are subject to change upon resolution adopted by CITY's City Council.
 - d. Monthly Franchise Fee Reporting Requirements** - By the 15th of each month following the month of collection, FRANCHISEE shall provide CITY with a monthly report showing monthly gross revenues billed by FRANCHISEE customer. A sample of the report is attached hereto as Exhibit 1. This reporting requirement is required every month whether or not FRANCHISEE has earned any gross revenues for the prior month.
- 5. OWNERSHIP/COLLECTION OF RECYCLABLES.** All recyclables, once placed at a collection location or in a recycling container at a collection location, shall become the exclusive property of FRANCHISEE.

6. LIQUIDATED DAMAGES/ADMINISTRATIVE CHARGES.

- a.** FRANCHISEE's failure to perform in accordance with the provisions of Ordinance 2008-05, is a breach of this Agreement. CITY shall notify FRANCHISEE in writing of such breach and provide FRANCHISEE with liquidated damages/administrative charges assessment stating the date of infraction, type of infraction and the amount of assessment for each infraction.
- b.** Upon receipt of written notice to FRANCHISEE by CITY for levy of liquidated damages/ administrative charges, FRANCHISEE shall make full payment to CITY within thirty (30) days not as a penalty, but as liquidated damages/administrative charges for such breach of Ordinance 2008-05. In the event monies are due to FRANCHISEE from CITY, the amount due from CITY will be reduced by the amount of liquidated damages/administrative charges levied by CITY.
- c.** The following list of liquidated damages/ administrative charges shall apply to the provisions of this Agreement:
 - (1). Failure to collect the solid waste of missed customers by 6:00 p.m. the same day when given notice before noon or by 12:00 noon the following day when given notice between 12:00 noon and 6:00 p.m.: \$150 per incident, a maximum of \$600 per truck per day.
 - (2). Over fifteen (15) well-founded customer complaints in a single month: \$20.00 per incident after the first fifteen (15).
 - (3). Collection of commercial solid waste, Construction & Demolition Debris, or Commercial recyclables before 6:00 a.m. or after 6:00 p.m.: \$500.00 per incident.
 - (4). Failure to clean wet garbage leach spillage of any type, other than hydraulic and other vehicle fluids, in accordance with franchise provisions: \$200.00 per incident.
 - (5). Failure to replace damaged commercial container within twenty-four (24) hours when damage caused by Franchisee: \$100.00 per incident.
 - (6). Failure to handle waste receptacles carefully; thoroughly empty and return containers or garbage receptacles to original location: \$250.00 per incident.
 - (7). Failure to repair damage to customer's property within seven (7) days: \$350.00 per incident.
 - (8). Failure to provide clean, safe and sanitary equipment at beginning of each work schedule: \$500.00 per incident.
 - (9). Equipment operator not properly licensed: \$500.00 per incident.
 - (10). Failure to provide required documents and reports in a timely and accurate manner: \$250.00 per incident.
 - (11). Failure to cover materials, if appropriate, on all collection vehicles: \$250.00 per incident.
 - (12). Name and phone number not displayed on all equipment and containers: \$250.00 per incident.
 - (13). Not providing current schedule and route maps: \$300.00 per incident
 - (14). Using improper equipment to service commercial customers: \$250.00 per incident.
 - (15). Failure to submit an audited financial statement by the prescribed date: \$500.00 per incident.

- (16). Failure to complete a collection route on the regular collection day: \$250.00 per day for each route not completed.
 - (17). Failure to provide proper notification prior to commercial route changes: \$500.00 for route day not properly notified.
 - (18). Causing tire skid marks, wet garbage leach spillage marks draining from the collection vehicle on roadways, private driveways or any thoroughfare within the service area: \$300.00 per incident.
 - (19). Failure to follow established reporting operation or administrative procedures: \$300.00 per incident.
 - (20). Failure to comply with the current commercial schedules and routing maps: \$250.00 per incident.
 - (21). Failure to provide monthly tonnage and recycling data reports: \$250.00.
 - (22). Failure to close gates on dumpster enclosures as well as container lids on commercial customer locations: \$250.00 per incident.
 - (23). Causing collection vehicle hydraulic spills or leaks as well as any other fluids having potential damage or stain to asphalt, concrete or other roadway surfaces: \$500.00 per incident.
 - (24). FRANCHISEE'S failure to provide the quantity of approved roster equipment within CITY during the required collection days: \$500.00 per incident.
 - (25). Failure to report accidents, damage, and spillage to CITY immediately and provide a copy of a written report in the same day to CITY \$250.00 per incident.
 - (26). Loaded vehicles left standing on street unnecessarily: \$150.00 per incident.
 - (27). Failure to drive in proper direction: \$100.00 per incident.
 - (28). Failure to deliver Class III materials to an authorized Class III landfill: \$250.00 per incident.
- d. Each complaint shall be considered well founded, unless satisfactory evidence to the contrary is furnished to CITY by FRANCHISEE within ten (10) business days of the complaint.
 - e. This Section shall not limit other claims of CITY arising against FRANCHISEE.

7. STANDARDS OF CONDUCT.

- a. FRANCHISEE warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for FRANCHISEE, to solicit or secure this Agreement and that FRANCHISEE has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for FRANCHISEE, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- b. If CITY determines that any employee or representative of FRANCHISEE is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, CITY shall so notify FRANCHISEE, in writing. FRANCHISEE shall immediately remove such employee or representative of FRANCHISEE from such assignment.
- c. FRANCHISEE hereby certifies that no undisclosed conflict of interest exists, or will exist, with respect to this Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of FRANCHISEE, or any interest in property that FRANCHISEE may have. FRANCHISEE further certifies that any conflict of interest that

arises during the term of this Agreement shall be immediately disclosed in writing to CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

- d. FRANCHISEE shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
 - e. CITY shall not intentionally award publicly-funded contracts to any FRANCHISEE who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA) as the INA may be amended from time-to-time. CITY shall consider the employment by the Contractor of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A (e) of the INA is a per se breach of this Agreement and shall be grounds for immediate termination of this Agreement by CITY.
 - f. FRANCHISEE shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
 - g. FRANCHISEE shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
 - h. FRANCHISEE agrees to comply with all applicable Federal, State, and local laws, rules, regulations and ordinances. FRANCHISEE agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.
 - i. FRANCHISEE shall ensure that all taxes due from FRANCHISEE are paid in a timely and complete manner including, but not limited to, local business taxes.
8. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. Until and unless so changed, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
 City of Palm Coast
 160 Lake Avenue
 Palm Coast, Florida 32164

FOR FRANCHISEE:

Aaron S. Creech, Sr., President
 Creech Enterprises, Inc.
 2960 S. Nova Road
 South Daytona, Florida 32119

Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. FRANCHISEE agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of FRANCHISEE to comply with the express written notice requirements herein. Computer notification (emails and message boards) shall not constitute proper written notice under the terms of this Agreement.

9. ALTERNATIVE DISPUTE RESOLUTION.

- a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- b. FRANCHISEE agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to CITY in alternative dispute resolution procedures or which FRANCHISEE had knowledge and failed to present during CITY procedures.
- c. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

10. EXHIBITS. The full text of Ordinance Number 2008-05 and FRANCHISEE's application and related materials filed with CITY are deemed exhibits to this Agreement and each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

11. GOVERNING LAWS/VENUE. This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

12. INDEPENDENT CONTRACTOR. FRANCHISEE is, and shall always be, an independent contractor and neither FRANCHISEE nor any of its officers, agents, or employees shall attain any rights or benefits under the civil service or pension ordinances of CITY, or any rights generally afforded to classified or unclassified employees of CITY.

13. INTERPRETATION. This Agreement is the result of *bona fide* arms length negotiations between CITY and FRANCHISEE and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

14. INDEMNITY.

- a. To the fullest extent permitted by law, FRANCHISEE shall indemnify, hold harmless, and defend CITY, its agents, servants, officers, officials, and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of FRANCHISEE, its agents, servants, officers, officials, employees, or subcontractors.
- b. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to FRANCHISEE for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.
- c. Nothing herein shall be deemed to affect the rights, privileges, and immunities of CITY as set forth in Section 768.28, Florida Statutes.
- d. In claims against any person or entity indemnified under this Section by an employee of FRANCHISEE or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for FRANCHISEE or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

15. INSURANCE/BONDING. FRANCHISEE shall continuously maintain the insurance coverages and bonding requirements set forth in Ordinance Number 2008-05 to the satisfaction of CITY. The specific reference of these ordinance-based obligations of FRANCHISEE shall not operate to limit the obligations of FRANCHISEE to comply with each and every provision of Ordinance Number 2008-05 although not specifically referenced in this Agreement.

16. ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

- a. FRANCHISEE shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b. CITY may perform, or cause to have performed, an audit of the records of FRANCHISEE. This audit shall be performed at a time mutually agreeable to FRANCHISEE and CITY. The purpose of audits is to ensure that FRANCHISEE has made all, and full, appropriate payments to CITY.
- c. FRANCHISEE agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- d. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If FRANCHISEE is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, FRANCHISEE shall:
 - (1). Keep and maintain all public records required by CITY to perform the services herein; and
 - (2). Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - (3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if FRANCHISEE does not transfer the records to CITY; and
 - (4). Upon completion or termination of the Agreement, transfer, at no cost, to CITY all public records in possession of FRANCHISEE or keep and maintain public records required by CITY to perform the services herein. If FRANCHISEE transfers all public records to CITY upon completion or termination of the Agreement, the FRANCHISEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FRANCHISEE keeps and maintains public records upon completion or termination of the Agreement, FRANCHISEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format compatible with the information technology systems of CITY.
- e. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A FRANCHISEE who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, FRANCHISEE shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from FRANCHISEE'S failure to comply with these requirements.

f. IF FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FRANCHISEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

- 17. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest. All provisions of this Agreement shall be read and applied *in pari material* with all other provisions hereof.
- 18. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force and effect.
- 19. SCRUTINIZED COMPANIES.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.
- 20. CONTRACTOR PREFERENCE.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:
- a. The Contractor's political opinions, speech, or affiliations;
 - b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
 - c. The Contractor's lawful ownership of a firearm;
 - d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
 - e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
 - g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
 - h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.
- 21. E-VERIFY REGISTRATION AND USE.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST:

Signed by:
 By: Mike McGlothlin
D7DF1A254975438...
 Name: Michael McGlothlin
 Title: City Manager
 Date: Aug 31, 2026 | 5:46 AM PDT

CREECH ENTERPRISES, INC.:

Signed by:
 By: Aaron S. Creech, Sr.
A5A3A8938E33480
 Name: Aaron S. Creech, Sr.
 Title: president
 Date: Aug 28, 2026 | 3:54 PM EDT

EXHIBIT 1

MONTHLY FRANCHISE FEE REPORT

FRANCHISEE NAME: _____

DATE OF REPORT: _____

COLLECTION MONTH: _____

.....

Customer	Pickup Date	Revenues Earned	Franchise Fee (15% of Revenues Earned)

Sign Here: _____
Authorized Representative

Print Name: _____

Title: _____

.....

If no gross revenues were earned for the Collection Month, please read and sign the certification below:

As an authorized representative of Franchisee, I hereby certify that to the best of my knowledge and belief, no gross revenues were earned by Franchisee for the Collection Month set forth above.

Sign Here: _____
Authorized Representative

Print Name: _____

Title: _____

**COMMERCIAL FRANCHISE AGREEMENT
DOCUMENT CHECKLIST
(Completed by City)**

 ^x - Certificate of Insurance received

 ^x - Copy of Bond received

 ^x - Copy of Business Tax Receipt Received

 ^x - Copy of Check for Annual Application Fee received

 - Actual Check for Annual Application Fee received

CREECH ENTERPRISES, INC

DBA SOUTHEAST CONTAINERS
2960 S NOVA RD
SOUTH DAYTONA, FL 32119

2240

63-1403/631

DATE

8-21-26

CHECK ARMOR
TRADE PROTECTION

PAY
TO THE
ORDER OF

City of Palm Coast

\$ 1000. ^{no/100}

One thousand + ^{no/100}

DOLLARS



SouthStateBank.com • 800.277.2175



FOR city franchise renewal

[Signature]

HEAT SENSITIVE

⑈002240⑈ ⑆063114030⑆ 8010002213504⑈

Details on Back
Security Features Included



CONTINUATION CERTIFICATE

In consideration of \$125.00 dollars renewal premium, the term of Bond Number 60017509
in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),
issued on behalf of Creech Enterprises Inc. DBA Southeast Containers,
as Principal, and in favor of City of Palm Coast, FL,
as Obligee, is hereby extended through 01/25/2027 11:59 pm, subject to all covenants and
conditions of said bond.

This certificate is designed to extend only the term of the bond. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated this 2nd day of January, 2026



FCCI INSURANCE COMPANY

Scott G. Paice
SCOTT G. PAICE, SVP, SURETY

Agent Information:
LUMBRA RISK ADVISORS LLC/LRA INSURANCE
498 S LAKE DESTINY DR STE 200
ORLANDO, FL 32810
(407) 838-3445



Notice of Privacy Policy

Federal law requires that certain companies inform Consumers of certain insurance products how their non-public personal information is treated.

We at the FCCI Insurance Group* and its affiliated companies value the confidentiality of the non-public personal information we receive concerning our Consumers.

We collect and use information necessary to administer the policy and provide our Consumers with efficient service.

We collect non-public personal information about our Consumers from various sources. Most of the information we obtain comes directly from our Consumers as part of the application process. We collect and maintain information we develop based on our Consumer's transactions with us and our affiliates. We may obtain information from non-affiliated third parties, such as, motor vehicle reports, claim reports or property inspection reports. We may also obtain information from a consumer reporting agency in compliance with appropriate laws and regulations.

FCCI Insurance Group shares all information with its affiliated companies in order to administer the policy and provide our Consumers with efficient service.

FCCI Insurance Group and its affiliated companies do not disclose non-public personal information concerning our Consumers to non-affiliated third parties, except as permitted or required by law.

FCCI Insurance Group applies the same privacy policy to former and current Consumers.

FCCI Insurance Group takes reasonable steps to ensure that the privacy of non-public information is maintained. FCCI Insurance Group maintains physical and electronic safeguards to protect the information we acquire. We periodically review and test our electronic systems to assess the strength of our security precautions.

* The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

IMPORTANT NOTICE

To obtain information or file a claim:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number at 1-800-226-3224.

You may also write to **FCCI's Claims Department** at either of the following:

E-mail address: newclaim@fcci-group.com

Mail address: PO Box 58004
Sarasota FL 34232-0800

ATTACH THIS NOTICE TO YOUR BOND**

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

** This notice is provided only as a tool to assist you with obtaining information or to file a claim. This notice is not a term or condition of your bond and does not supersede or otherwise alter those terms and conditions in any way.



EXECUTION REPORT

Transaction: Renewal Bond Number: 60017509

Surety: FCCI Insurance Company Bond Amount: \$25,000.00

Effective Date: 1/26/2026 12:00:00 AM Expiration Date: 1/25/2027 11:59:59 PM

Premium: \$125.00

Bond Title: City of Palm Coast License & Permit Bond SFAA Code: 993

PRINCIPAL

Principal Name: Creech Enterprises Inc. DBA Southeast Containers

Principal Address: 2960 S. Nova Road, Daytona, FL 32119

OBLIGEE

Obligee Name: City of Palm Coast, FL

Obligee Address: 160 Cypress Point Pkwy Ste B106, Palm Coast, FL 32164-8436

AGENCY 748001

Agency Name: LUMBRA RISK ADVISORS LLC/LRA INSURANCE

Mailing Address: 498 S LAKE DESTINY DR, STE 200, ORLANDO, FL 32810

Executed By: Jeffrey Larson Date: 01/02/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LRA Insurance P.O. Box 948173 Maitland FL 32794	CONTACT NAME: Jeffrey Larson PHONE (A/C, No, Ext): (407)838-3445 FAX (A/C, No): (407)838-3460 E-MAIL ADDRESS: jlarson@lrainsurance.com														
INSURED Creech Enterprises, Inc. DBA Southeast Containers 2960 S. Nova Road S. Daytona FL 32119	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B: Key Risk Insurance Company</td> <td style="text-align: center;">10885</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company	17370	INSURER B: Key Risk Insurance Company	10885	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Key Risk Insurance Company	10885														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 25-26****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	ECP2030261-16	10/02/2025	10/02/2026	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Pollution Condition \$ 1,000,000	
B	AUTOMOBILE LIABILITY	X	X	BAP203025516	10/02/2025	10/02/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☐ ANY AUTO						☒ SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						☒ NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
							PIP - Basic \$ 10,000	
A	☐ UMBRELLA LIAB ☒ OCCUR	X	X	FFX2030264-16	10/02/2025	10/02/2026	EACH OCCURRENCE \$ 1,000,000	
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	☐ DED ☐ RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☒ N / A If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Palm Coast is included as additional insured for General Liability and Auto Liability where required by written contract. Excess Liability follows form.

CERTIFICATE HOLDER**CANCELLATION**

Buildingdivision@palmcoastgov

City of Palm Coast
160 Lake Ave
Palm Coast, FL 32164

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Williamson/JLARSO

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City of Palm Coast
Local Business Tax Receipt
THIS TAX RECEIPT EXPIRES: 9/30/2026

Business Name: SOUTHEAST CONTAINERS
Business Phone: 386-547-4182

Business ID: 19681

Location:
 2960 S NOVA RD
 SOUTH DAYTONA, FL 32119

Mailing Address:
 SOUTHEAST CONTAINERS
 30 SPINNAKER CIRCLE
 SOUTH DAYTONA, FL 32119

Local Business Tax Receipt

The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Flagler County or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city

**POST IN A
 CONSPICUOUS
 PLACE**

Description: SOUTHEAST CONTAINERS
Issued Date: 5/5/2026

Hehua Palm

Business Tax Department

This Business Tax Receipt is NOT Transferable

Office Copy Only

**KEEP THIS COPY
 FOR YOUR
 RECORDS**

City of Palm Coast
Local Business Tax Receipt
THIS TAX RECEIPT EXPIRES: 9/30/2026

Business Name: SOUTHEAST CONTAINERS
Business Phone: 386-547-4182

Business ID: 19681

Location:
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Description: SOUTHEAST CONTAINERS
Issued Date: 5/5/2026

Hehua Palm

Business Tax Department



Certificate Of Completion

Envelope Id: 4DB36EA8-0A0A-8407-8032-1DC070A7CC8E

Status: Completed

Subject: Creech Enterprises, Inc. - Commercial Solid Waste Franchise Application and Agreement

Source Envelope:

Document Pages: 20

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 4

Nathalie Garcia

AutoNav: Enabled

160 Lake Avenue

Envelopeld Stamping: Enabled

Palm Coast, FL 32164

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

NGarcia@palmcoastgov.com

IP Address: 204.145.118.4

Record Tracking

Status: Original

Holder: Nathalie Garcia

Location: DocuSign

8/17/2026 12:47:00 PM

NGarcia@palmcoastgov.com

Signer Events

Aaron S. Creech, Sr.

secontainers@gmail.com

president

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Aaron S. Creech, Sr.

A5A3A8938E33480...

Timestamp

Sent: 8/17/2026 12:48:00 PM

Viewed: 8/21/2026 11:35:40 AM

Signed: 8/28/2026 3:54:30 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.79.183.54

Electronic Record and Signature Disclosure:

Accepted: 8/21/2026 11:35:40 AM

ID: e71be902-6223-4177-b5a4-3155cd3ab03c

Alyssa Roscoe

aroscoe@palmcoastgov.com

Security Level: Email, Account Authentication
(None)

Signed by:

Alyssa Roscoe

8F01781AD8D34D9...

Sent: 8/17/2026 12:48:01 PM

Viewed: 8/17/2026 12:55:20 PM

Signed: 8/17/2026 12:55:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 204.145.118.4

Electronic Record and Signature Disclosure:

Accepted: 8/17/2026 12:55:20 PM

ID: fb4650ee-a0ec-404d-9039-06d7e6490ac1

Nathalie Garcia

NGarcia@palmcoastgov.com

Sr. Contracts and Procurement Coordinator

City of Palm Coast

Security Level: Email, Account Authentication
(None)

Completed

Sent: 8/28/2026 3:54:34 PM

Viewed: 8/28/2026 4:03:11 PM

Signed: 8/28/2026 4:03:32 PM

Using IP Address: 204.145.118.4

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marcus Duffy

cityattorney@palmcoastgov.com

Security Level: Email, Account Authentication
(None)

Signed by:

Marcus Duffy

A9D59FA5D9FD417...

Sent: 8/28/2026 4:03:35 PM

Viewed: 8/28/2026 4:11:31 PM

Signed: 8/28/2026 4:12:31 PM

Signature Adoption: Pre-selected Style

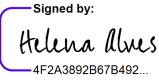
Using IP Address:

2600:1700:bdbe:40:dcd:d74:b591:5e6d

Electronic Record and Signature Disclosure:

Accepted: 8/28/2026 4:11:31 PM

ID: ee70ef8d-55be-439b-a07d-f1259b5abed7

Signer Events	Signature	Timestamp
Helena Alves HAlves@palmcoastgov.com Financial Services Director Security Level: Email, Account Authentication (None)	Signed by:  4F2A3892B67B492... Signature Adoption: Pre-selected Style Using IP Address: 204.145.118.4	Sent: 8/28/2026 4:03:36 PM Viewed: 8/31/2026 8:45:06 AM Signed: 8/31/2026 8:45:51 AM

Electronic Record and Signature Disclosure:
Accepted: 8/31/2026 8:45:06 AM
ID: 81f2d2e5-57f0-430c-9b2a-bd3e3ea4f69c

Mike McGlothlin

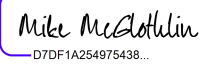
MMcGlothlin@palmcoastgov.com

City Manager

City of Palm Coast

Security Level: Email, Account Authentication (None)

Signed by:



D7DF1A254975438...

Signature Adoption: Pre-selected Style

Using IP Address: 204.145.118.4

Signed using mobile

Sent: 8/31/2026 8:45:54 AM

Viewed: 8/31/2026 8:46:19 AM

Signed: 8/31/2026 8:46:27 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Nathalie Garcia

NGarcia@palmcoastgov.com

Sr. Contracts and Procurement Coordinator

City of Palm Coast

Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 204.145.118.4

Sent: 8/31/2026 8:46:30 AM

Viewed: 9/14/2026 9:05:37 AM

Signed: 9/14/2026 9:05:54 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Nicole DiMattina

NDiMattina@palmcoastgov.com

Senior Staff Assistant Community Development

City of Palm Coast

Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/28/2026 3:54:35 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Purchasing Mailbox for ONBASING

Purchasing@palmcoastgov.com

Security Level: Email, Account Authentication (None)

COPIED

Sent: 9/14/2026 9:05:57 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Yvonne Robinson yrobinson@palmcoastgov.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/14/2026 9:05:58 AM
Alyssa Roscoe aroscoe@palmcoastgov.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/31/2026 7:15:35 AM ID: 32d8d804-057e-4f3f-bc8b-0db08263fd96	COPIED	Sent: 9/14/2026 9:05:58 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/17/2026 12:48:01 PM
Certified Delivered	Security Checked	9/14/2026 9:05:37 AM
Signing Complete	Security Checked	9/14/2026 9:05:54 AM
Completed	Security Checked	9/14/2026 9:05:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, City of Palm Coast (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact City of Palm Coast:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rconceicao@palmcoastgov.com

To advise City of Palm Coast of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rconceicao@palmcoastgov.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from City of Palm Coast

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palm Coast

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palm Coast as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palm Coast during the course of my relationship with you.