



MASTER AGREEMENT FOR ENVIRONMENTAL SERVICES

Burnet County, Texas with its principal place of business at 220 S. Pierce Street Burnet, TX 78611 (hereinafter "Customer") hereby agrees to this contract with Triumvirate Environmental Services, Inc. with its principal place of business at 3701 SW 47th Avenue, Suite 109, Davie, FL 33314, a Florida Corporation, (hereinafter "TESI") for Environmental Services ("Agreement") dated as of December 10, 2024. Customer and TESI are hereafter collectively referred to as the "Parties."

Section 1. Scope of Services. TESI will conduct certain environmental Services (the "Services"), including any active Services, for Customer in accordance with written Proposals, Quotations, and Additional Work Authorizations signed by Customer. This Agreement shall govern services performed by TESI at all of Customer's sites and facilities. All Proposals, Quotations, and Additional Work Authorizations signed by Customer shall be addenda to this Agreement and shall be subject to all of the Terms and Conditions hereof.

Section 2. Compensation. TESI shall submit, at a minimum, monthly invoices to Customer for the work performed. Each invoice shall contain a detailed description of work performed during the period covered by the invoice. Each invoice shall be due and payable in full without retention within thirty (30) days of invoice date unless Customer notifies TESI of its objections within ten (10) days of receipt of the invoice, gives reasons for objecting, and pays that portion of the invoice that is not in dispute within thirty (30) days of invoice date. All charges are portal to portal. Terms are NET thirty (30) days from the date of the invoice. Interest will be charged on unpaid amounts in accordance with the Texas Government Code Chapter 2251 § 2251.025. If Customer fails to perform its payment obligations in accordance with this Agreement, TESI shall have the right to recover any and all reasonable attorney's fees for the collection of past-due invoices or for enforcement of any of the provisions of this agreement. TESI reserves the right to terminate this Agreement upon seven (7) days' written notice to Customer and seek remedies available to TESI under applicable law or equity. TESI reserves the right to adjust charges such as fuel, transportation, disposal, labor, etc. based on market conditions. Any cancellations by Customer within twenty-four (24) hours of the scheduled service will entitle TESI to charge a reasonable cancellation fee.

Section 3. Warranty. Subject to the paragraph below entitled "Standard of Care", TESI warrants that its work shall be free from material defects for a period of ninety (90) days. In the event that any deficiencies in TESI workmanship are discovered within ninety (90) days after project completion, TESI shall repeat defective work. TESI reserves the right to dispute such claim and to negotiate the cost of said repairs. TESI also reserves the right to make adjustments to the warranty on a case-by-case basis. TESI will present the adjustments to the warranty, if so made, in the Proposal or Additional Work Authorization.

Section 4. Site Access and Existing Conditions. Customer shall provide TESI, its agents and subcontractors, with access to the site(s). Customer shall provide to TESI any and all records, surveys, and other documents and information as necessary for TESI to perform the Services hereunder, and TESI shall be entitled to rely on any such information without independent verification of the accuracy thereof, unless otherwise instructed or informed by Customer. Customer certifies that information does accurately reflect current site conditions. Any reports produced by TESI may be based on available information provided by government agencies, municipal offices, or by independent environmental research firms, and TESI will not independently verify the information provided by these parties. Customer acknowledges that unforeseen conditions may require TESI, its agents, or subcontractors to perform additional Services. Those Services may require additional compensation. TESI will prepare an Additional Work Authorization to reflect the impact to the cost for Customer approval. Customer understands and acknowledges that TESI and its subcontractors have played no part in the generation, creation, release or threatened release of a substance, waste, compound or material, hazardous or non-hazardous which may exist at the site.

Section 5. Subcontractors. TESI may subcontract the performance of all or any portion of the Services which are to be rendered by TESI hereunder to any person or entity which, in TESI's opinion, is reasonably qualified to perform the particular portion of Services which TESI will assign it. Any such subcontract shall not operate to relieve TESI of its responsibilities hereunder; provided, however, that TESI shall not be liable for the negligent or willful acts or omissions of any entity or person performing a part of the Services pursuant to a subcontract.

Section 6. Standard of Care. Customer recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by TESI and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. TESI agrees to use that level of care and skill ordinarily exercised by other professional environmental firms acting under similar circumstances in performing its Services hereunder. Except for this standard of care and skill, no warranty, express or implied is made or intended by TESI in providing the Services hereunder, including the furnishing of oral or written reports of the findings made. Reliance upon, reproduction of, or other use of reports, in whole or in part, by any third party is expressly forbidden and entirely at the risk of the third party unless authorized in writing by TESI.

Section 7. Indemnification. TESI shall defend, protect, indemnify and hold harmless Customer, its directors and officers, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and costs which are the direct and sole result of grossly negligent acts, errors, or omissions of TESI or the willful misconduct of TESI; provided, however, TESI's liability shall be limited in any event to a maximum amount of the contract value or one-hundred thousand dollars (\$100,000), whichever amount is smaller, and TESI shall in no event be liable for special, consequential or punitive damages.

To the fullest extent allowable by law, Customer agrees that it shall defend, indemnify, save and hold TESI, its agents, directors, officers, employees, successors, and assigns (the "TESI Parties") harmless from any and all demands, liabilities, losses, costs and claims, including attorneys' fees, asserted against any of the TESI Parties, that may arise or result from any Services provided or performed or agreed to be performed by TESI, other than those matters which are the direct and sole result of the grossly negligent acts or omissions or willful misconduct of the TESI Parties.

Section 8. Acceptance of Risk. In compliance with the Hazard Communication Standard ("Right to Know," 29 CFR 1910.1200), Customer shall provide TESI with a list of hazardous chemicals in the work place which employees may be exposed to while performing this Agreement. In addition, Customer shall identify protective measures to be followed in case exposure occurs.

Section 9. Force Majeure. Customer shall not hold TESI responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of TESI. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to adverse weather conditions; floods; epidemics; war; riot; strikes, lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of permits; failure to obtain permits; unavailability of labor, materials or Services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Notwithstanding the foregoing, Force Majeure shall not be an excuse for non-payment of compensation hereunder owed to TESI.

Section 10. Entire Agreement. This Agreement, the Proposals, Quotations, and the Additional Work Authorizations issued by TESI and signed by Customer hereunder constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof.

Section 11. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall in no way be affected, impaired or invalidated, and to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required to be enforceable. This provision shall be interpreted and enforced to provide the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 12. Term and Modification. This Agreement is for a period of one (1) year and will automatically and continuously renew for periods of one (1) year unless Customer notifies TESI in writing thirty (30) days prior to the end of the Agreement term. If, in the opinion of the Customer, TESI is performing any portion of the work in an unsatisfactory manner, the Customer must notify TESI in writing of the nature of the problem and a reasonable remedy for the same. Upon notice by Customer, TESI has thirty (30) days from receipt date of such notice to provide a reasonable remedy to the problem. If TESI fails to provide a reasonable remedy to the problem within the thirty (30) day remedy period, Customer can cancel the contract by sending a termination notice to TESI within ten (10) days following the completed remedy period; provided, however, that in the event TESI commences such remedy within such thirty (30) working day period and diligently prosecutes such remedy to completion, such thirty (30) day period shall be extended for such time as is reasonably necessary to accomplish such remedy. No supplement, Customer purchase order, modification or amendment to this Agreement, other than Proposals, Quotations, and Additional Work Authorizations issued by TESI and signed by Customer, shall be binding unless executed in writing by both Parties.

Section 13. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, representatives, successors and assigns, as the case may be. Neither Customer nor TESI shall be entitled to assign any of its rights or obligations hereunder without the prior written consent of the non-assigning party.

Section 14. Waste Conformance. Customer hereby certifies that the waste shall be in conformance with analytical data or other specifications provided to TESI prior to job execution. To the extent that the waste does not conform, Customer shall indemnify and hold TESI harmless from all liability and damages arising therefrom. Furthermore, TESI shall be released from all of its obligations under this Agreement. TESI reserves the right to charge for waste that is out of conformance. Containers shall be DOT acceptable and TESI reserves the right to charge for the transfer and/or repackaging of wastes into suitable DOT containers. All TESI transactions shall be conducted within existing EPA, DOT, DEP and ICC mandates and regulations.

Section 15. Noncircumvention/Nonsolicitation. During the duration of the Services provided by TESI to Customer and for a period of one (1) year thereafter, Customer agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of TESI without the prior written consent of TESI. Violation of this provision shall, in addition to other relief, entitle TESI to assert damages against Customer, to which Customer hereby agrees, equal to one-hundred-fifty (150) percent of the solicited person's annual compensation.

Section 16. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

The **Authorized Representative** of the Customer signing below hereby certifies that they have read and are in agreement with all elements of this Agreement. IN WITNESS OF THE FOREGOING PROVISIONS, the Parties hereto have duly executed this Agreement below.

Burnet County, Texas

Triumvirate Environmental Services, Inc.

Company

Name: _____

By: _____
Authorized Representative (Signature)

Name: _____

Title: _____

Date: _____

E-Mail: _____

By: _____
Authorized Representative (Signature)

Name: _____

Title: _____

Date: _____