

RELIABLE TIRE DISPOSAL SERVICE AGREEMENT

This Agreement is entered into as of the 2 day of Oct, 2018 (the "Agreement") by and between **Reliable Tire Disposal** (hereinafter "CONTRACTOR") and **Burnet County** (hereinafter "Customer")

1. **Purpose and Term of Agreement:** This Agreement sets forth the terms and conditions under which CONTRACTOR shall provide the Services (as hereinafter defined). The term of this Agreement shall commence on the Effective Date (as defined in Paragraph 26 below) and shall continue in effect until terminated in accordance with Paragraph 15 below.

2. **Services:**

a. **Services Offered:** This Agreement provides for the expedited and simplified contracting and performance of Services by CONTRACTOR for CUSTOMER as provided in any Work Order Authorization (as hereinafter described) issued under this Agreement and accepted by CONTRACTOR, subject to the terms and conditions governing such Services as set forth in this Agreement, an Attachment or a Work Order Authorization.

b. **Work Order Authorization:** When CUSTOMER requires any Services covered by this Agreement, CUSTOMER shall issue to CONTRACTOR, in writing a purchase order, work authorization, notice to proceed, bid, or proposal (hereinafter "Work Order Authorization"). Any Work Order Authorization issued by CUSTOMER is subject to the terms and conditions of this Agreement. If CONTRACTOR agrees to perform the Services requested in the Work Order Authorization, CONTRACTOR shall provide the Services under the terms and conditions of this Agreement, the relevant Attachments(s) identifying the Services, and the applicable Work Order Authorization. In the event of any conflict between this Agreement and an Attachment or a Work Authorization, this Agreement shall control. To the extent not inconsistent with this Agreement, the terms of an Attachment shall control over those of a Work Authorization.

3. **Fees and Billing:**

a. **Amount:** CUSTOMER agrees to pay CONTRACTOR for the performance of the Services hereunder at the fees or rates set forth in the Attachment(s) or in a Work Order Authorization issued, or if not specified therein, at CONTRACTOR's standard fees or rates for such Services at the time the Services are rendered.

b. **Invoices:** Unless otherwise specified in writing signed by CONTRACTOR, CONTRACTOR shall invoice CUSTOMER on a monthly basis or as agreed for the Services performed, and CUSTOMER shall pay such invoice within thirty (30) days after the date of the invoice. In the event CUSTOMER has a good-faith objection to an invoice, CUSTOMER shall pay the undisputed amount pursuant to the terms of this Agreement and notify CONTRACTOR of said objections. To the extent CUSTOMER has paid CONTRACTOR for any of the Services, CONTRACTOR shall not create any lien or encumbrance on the CUSTOMER'S property relating to such Services.

c. **Late Payment:** For any payment received by CONTRACTOR after thirty (30) days from the date of invoice, CONTRACTOR may charge CUSTOMER an additional service charge of 1.5 percent per month of the amount of the invoice or the maximum percentage allowed by law, whichever is less. CUSTOMER shall pay all reasonable costs of collection, including attorneys' fees and expenses, incurred by CONTRACTOR in the collection of payment of invoices which are not paid or timely paid by CUSTOMER.

d. **Non-Payment of Invoices:** Except for invoices or portions thereof with respect to which CUSTOMER has timely notified CONTRACTOR of a good-faith objection, if payment of CONTRACTOR invoices is not maintained on a 45-day current basis, CONTRACTOR may suspend further performance of any or all Services and/or withhold any and all materials, labor, work or data from CUSTOMER until full payment is made.

e. **Change in Fees or Rates:** Fees or rates for Services may be changed by CONTRACTOR upon thirty (30) days prior written notice to CUSTOMER unless the parties agree in a writing signed by both parties that such fees or rates shall remain the same for a period longer than thirty (30) days; provided however, CUSTOMER shall pay for any additional charges incurred by CONTRACTOR for fees, taxes, tariffs, surcharges, costs, or other charges related to the Services imposed by laws or regulations which become effective after CUSTOMER issues the Work Order Authorization.

4. **Warranties, Representations, and Standard of Care:** CONTRACTOR warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the equipment, facilities, and employees to perform the

Services, (iii) it shall perform the Services, within the limits prescribed by CUSTOMER, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) its facilities have been issued, as of the date of this Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services (hereinafter the "Standard of Care"). THE EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE, AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT AND FROM ALL ATTACHMENTS AND WORK AUTHORIZATIONS RELATED HERETO.

5. **Notice of Non-Compliance with Law:** CONTRACTOR shall notify CUSTOMER in the event its permits, licenses, certificates, or approvals to perform the Services or to operate a facility are modified, revoked, suspended, surrendered, transferred or otherwise changes such that there is a material adverse effect upon the Services.

6. **Audits:** CUSTOMER or its duly authorized representative may request and shall be granted reasonable access, at reasonable times, to facilities of CONTRACTOR being used or proposed to be used for the Services and to applicable permits, permit applications and documentation required by all applicable federal, state or local authorities for such facilities and for the Services to be performed hereunder. Any information obtained through such access and audits shall be subject to the confidentiality provisions in Paragraph 9 below.

7. **Indemnification:**

a. To the fullest extent allowed by law, CONTRACTOR agrees to indemnify, hold harmless and defend CUSTOMER, its officers, directors, shareholders, agents, subcontractors and employees (collectively, the "CUSTOMER indemnified parties") from and against any and all liabilities, demands, claims, fines, penalties, damages, losses, expenses, forfeitures and suits (including costs of investigation, defense, settlement, expert fees, reasonable attorney's fees, and court costs) which CUSTOMER indemnified parties may hereafter incur, become responsible for, or payout as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state, or federal laws, regulations or orders, or any other damages claimed by third parties (collectively "damages") to the extent caused by or arising directly as a result of CONTRACTOR's negligent or willful acts or omissions in performance of services under this agreement, CONTRACTOR's violation of any statute, regulation or law, or CONTRACTOR's breach of any warranty, representation or duty under this agreement. CONTRACTOR's duty of indemnification under this paragraph 7(a) shall not apply to the extent damages, were caused by the negligence, gross negligence, or willful acts or omissions or other fault of CUSTOMER's indemnified parties.

b. To the fullest extent allowed by law, CUSTOMER agrees to indemnify, hold harmless and defend CONTRACTOR, its officers, directors, shareholders, agents, subcontractors and employees (collectively, the "CONTRACTOR indemnified parties") from and against any and all damages which CONTRACTOR indemnified parties may hereafter incur, become responsible for, or payout arising directly as a result of CUSTOMER's negligent or willful acts or omissions under this agreement, CUSTOMER's violation of any statute, regulation or law, CUSTOMER's breach of any warranty, representation or duty under this agreement, any allegation the CONTRACTOR is the owner or generator of any waste materials, or any pre-existing conditions at CUSTOMER's facilities or property. CUSTOMER's duty of indemnification under this paragraph 7(b) shall not apply to the extent such damages were caused by the negligence, gross negligence, or willful acts or omissions or other fault of the CONTRACTOR's indemnified parties.

c. In any and all claims by an employee of either party or its subcontractors, the obligations set forth in this paragraph shall not be limited in any way by any limitation of the amount or types of damages, compensation or benefits payable under the workers' compensation laws, disability benefits or other employee benefit laws. The parties agree not to invoke against each other any immunity or other bars to suit provided by these laws, but only to the extent necessary to enforce the obligations in this paragraph. The obligations set forth in this paragraph shall survive the termination of this agreement.

d. In no event shall either party be liable for the other party's special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, whether arising by breach of contract, breach of warranty or tort, including negligence.

8. **Insurance:** CONTRACTOR shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

COVERAGE	LIMITS
Worker's Comp	Statutory
General Liability/Excess	\$1,000,000 each occurrence
Commercial Auto Liab.	\$1,000,000/\$2,000,000 each occurrence
	\$2,000,000 combined single limit

CONTRACTOR shall give CUSTOMER thirty (30) days notice of cancellation or material alteration of such insurance coverage. CONTRACTOR agrees to furnish to CUSTOMER insurance certificates upon request showing compliance with the above requirements. In no event shall CONTRACTOR's liability under this Agreement, including the indemnity obligations contained herein, exceed the amount of the above-referenced coverages.

9. **Confidentiality:**

a. **Confidential Information:** CONTRACTOR and CUSTOMER shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as required by law or as is necessary to perform this agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations, chemical constituents or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement ("Confidential Information"), without in each instance securing the prior written consent of the other party. CONTRACTOR, upon CUSTOMER's request, shall have its employees, agents, and subcontractors sign reasonable and customary confidentiality agreements furnished by CUSTOMER.

b. **Exceptions:** Nothing above, however, shall prevent either party from disclosing to others or using in any manner Confidential Information which the disclosing party can show:

- (i) had, at the time of such disclosure or use, been published and become part of the public domain (other than by acts, omissions or fault of the disclosing party or their employees);
- (ii) had, at the time of such disclosure or use, been furnished or made known to the disclosing party by third parties (other than those acting directly or indirectly for or on behalf of the disclosing party) as a matter of legal right without restrictions on its disclosure;
- (iii) was in the disclosing party's possession prior to the disclosure of the Confidential Information by one party to the other;
- (iv) was developed independently by the receiving party without use of Confidential Information of the other party.

10. **Ownership and Maintenance of Documents:**

a. **Documents:** All reports, notes, calculations, data, maps, photographs, drawings, bid documents and responses, estimates, specifications and other documents and computerized materials (collectively "Documents") prepared or maintained by CONTRACTOR are and shall remain the property of CONTRACTOR. Any Documents provided to CUSTOMER are for CUSTOMER's use only for the purposes disclosed to CONTRACTOR, and CUSTOMER shall not transfer them to any other person or use them or permit them to be used for any extension of the Services or any other project or purpose for which they were not prepared, without written consent of CONTRACTOR.

b. **Maintenance of Documents:** CONTRACTOR shall maintain for CUSTOMER all such Documents as originals or copies or on microfilm for a period of no less than two (2) years after completion of the Services. CUSTOMER shall specify in advance, in writing, and shall be charged for all arrangements for special or extended storage or maintenance of such Documents by CONTRACTOR.

11. **CUSTOMER Site Access:** CUSTOMER shall provide access to CUSTOMER's property and/or worksite during regular business hours as necessary to perform Services hereunder. CUSTOMER shall provide CONTRACTOR, its employees and subcontractors a safe

working environment for any Services performed, CONTRACTOR, its employees and subcontractors shall comply with CUSTOMER's safety procedures, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to CONTRACTOR prior to the commencement of Services. CUSTOMER grants to CONTRACTOR and warrants (if the project site is not owned by CUSTOMER) that permission has been granted by all persons necessary for CONTRACTOR, its employees, agents and subcontractors to enter the property on which the Services are to be performed for the purposes of performing the Services.

12. **Independent Contractor:** The relationship between CONTRACTOR and CUSTOMER under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.

13. **Delays:** In the event that CONTRACTOR's Services are interrupted due to causes outside of its control (except for Force Majeure), CONTRACTOR shall be compensated for the labor, equipment, and other costs (in accordance with CONTRACTOR's current Schedule of Fees) associated with (i) start-up of project (even though technical or field Services had not begun at the time of interruption), (ii) maintaining the availability of its work force and equipment during the interruption, (iii) for charges incurred by CONTRACTOR for demobilization and subsequent mobilization, or (iv) any other delay charges as reasonably incurred by CONTRACTOR. In no event shall CONTRACTOR be required to maintain a field force in standby status for a period in excess of five (5) calendar days.

14. **Force Majeure:** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, labor problems (including lockouts, strikes and slowdown), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.

15. **Termination:**

a. Either party may terminate this Agreement or any Services under this Agreement upon thirty (30) days prior written notice. The notice of termination shall specify the date when this Agreement or Services terminates.

b. Either party may terminate this Agreement or any Services under this Agreement upon five (5) day prior written notice if the other party (i) has breached any material provision of this Agreement, including non-payment and/or partial payment of invoices; or (ii) has violated applicable federal, state, or local laws, ordinances, or regulations. The notice of termination shall specify the date when this Agreement or Services terminates and the reasons for termination.

c. If this Agreement is terminated under this paragraph, CUSTOMER shall pay CONTRACTOR for the Services performed by CONTRACTOR up to the date of the termination of this Agreement or of any Services performed hereunder plus reasonable costs incurred by CONTRACTOR in terminating this Agreement or such Services, including but not limited to demobilization expenses.

d. The right of termination hereunder is in addition to, and not in lieu of, any right of a party to cancel this Agreement for breach of its terms or conditions.

16. **Notice:** Except where otherwise expressly authorized, notice shall be by telecopy, by first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth on the signature page, unless changed in writing by the party to whom the notice is being sent. Notice shall be effective upon delivery, except that notice via telecopy shall be effective upon the next business day after receipt, provided that a confining copy of the notice is also mailed via first class mail to the applicable address.

17. **Assignment:** Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party; provided however, that such consent shall not be unreasonably withheld. Notwithstanding, CONTRACTOR may assign its rights or obligations under this Agreement to its parent, corporate affiliates, or subsidiaries without the consent of CUSTOMER. Additionally, CONTRACTOR may subcontract, orally or in writing, for performance of some or all of the Services with any of its corporate affiliates, parent or subsidiaries without the consent of CUSTOMER.

18. **Waiver:** Any failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of either party at any time to avail itself of such remedies as it may have for any default in the performance of such terms or conditions.

19. **Disputes:**

a. **Mediation:** All claims, disputes, or controversies arising out of or relating to the interpretation, application, performance or enforcement of this Agreement may be submitted to mediation (or, if the parties then agree, to arbitration) prior to initiating any court proceedings. Each party shall bear its own costs, including its own attorneys' and/or expert fees and costs. The cost of the mediation (or, if applicable, arbitration) service shall be borne equally by both parties unless otherwise agreed by the parties.

b. **Costs and Attorneys' Fees:** If legal action is brought in connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees (whether in-house or outside counsel is used), court costs, collection agency fees, and all other reasonable costs incurred in connection with the legal action.

20. **Time Bar to Legal Action:** Except for actions to enforce paragraphs 7 and 9, all legal actions by either party against the other for breach of this Agreement or to enforce this Agreement shall be barred after two (2) years from the time claimant knew or should have known of its claim, but, in any event, not later than four (4) years from the completion of the Services under each Work Order Authorization.

21. **Governing Law:** This Agreement shall be construed in all respects in accordance with laws of the state in which the Services were provided.

22. **Headings, Common Terms, and Cross-References:** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. Capitalized terms in this Agreement, including Attachments, shall carry their meanings throughout as defined in this Agreement. All references to this Agreement shall include all Attachments hereto as amended and supplemented from time to time.

23. **Binding Effect; No Third Party Rights or Benefits:** This Agreement shall apply to, inure to the benefit of, and be binding upon CONTRACTOR and CUSTOMER and their respective permitted successors and assigns.

24. **Entire Agreement:**

a. **Integrated Writing:** This Agreement (including all Attachments, Work Plans, Work Order Authorizations, or other documents incorporated into this Agreement) is the entire Agreement and understanding of CONTRACTOR and CUSTOMER regarding the Services. This Agreement supersedes any and all prior or contemporaneous contracts, agreements, purchase orders, representations, terms and conditions, whether oral or written relating to the Services. All previous representations relating to this Agreement or the Services, whether written or oral, are void. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders, or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each party.

b. **Pre-Printed Terms or Conditions:** In no event shall the pre-printed terms or conditions in any CUSTOMER Work Order Authorization or similar document be considered an amendment or modification whether such terms conflict or not, with this Agreement, even if such documents are signed by representative of both parties.

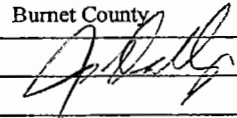
c. **Modification and Amendment:** Except where this Agreement expressly provides for modification by one party, no modification of this Agreement shall be binding on either party unless it is specifically negotiated, in writing and signed by authorized representative of each party.

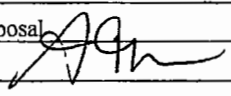
d. **Severability:** If any provision of this Agreement is prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any other provision of this Agreement.

25. **Survival of Terms:** The provisions of Paragraphs 7 and 9 of this Master Service Agreement shall survive expiration, cancellation, or termination of this Agreement.

26. **Effective Date:** This Agreement shall not become effective and binding until all of the parties have executed this Agreement, as indicated by each party's signature below. Upon such full execution by the parties, this Agreement shall be effective and binding on the parties as of the date upon which the last party signed this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year first set forth below.

"CUSTOMER" Burnet County
By: 
Name: _____
Title: Burnet County Judge
Date: 10/3/18
Notice Address: 220 South Pierce
Burnet, Tx 78611
Fax: 512-715-5217
Tele: 512-756-5400

"CONTRACTOR" T7 Enterprises LLC DBA
By: Reliable Tire Disposal
Name: Anetra Thomas 
Title: Owner
Date: 10/2/2018
Notice Address: 3345 Hwy 29 E
Burnet, Tx. 78611
Fax: 512-756-7539
Tele: 512-756-8218

RELIABLE TIRE DISPOSAL SERVICE AGREEMENT

WORK AUTHORIZATION FORM

CUSTOMER Name: Burnet County BOPATE

Work Authorization No.: _____

Effective Date: 10/2/2018

SPECIAL CONDITIONS: The terms and conditions of the Master Service Agreement dated 10/2/2018 by and between Reliable Tire Disposal and CUSTOMER referenced above ("Master Service Agreement") shall apply to this Work Authorization except to the extent expressly modified by this Work Authorization. Such modification shall be set forth below or on pages attached to this Work Authorization and shall reference the specific paragraph of the Master Service Agreement to be modified.

This Work Authorization consists of this document and any supplemental pages attached hereto which references this Work Authorization Number and Work Authorization date. Approval and acceptance of this Work Authorization is acknowledged by the Authorized Representatives of the parties to the Master Service Agreement.

This Work Authorization describes the Scope of Work, schedule, compensation and basis for charging, and other requirements provided hereunder pursuant to the Master Service Agreement.

Project Name/Reference/Location: Burnet County BOPATE

Marble Falls High School Parking lot (Visitors)

Project Manager: _____

Issuing Office/Billing Address: Attn: Accounts Payable, 220 S Pierce
Telephone No.: _____

Burnet, Tx. 78611 512-756-5496

CUSTOMER Authorized

Representative:

Address:

James Oakley, Burnet County Judge

220 South Pierce

Burnet, Tx. 78611

Telephone No.:

512-756-5496

Scope of Work, "Work": [OR As described in Exhibit A].

Per attached Exhibit A

Authorized Compensation: \$ Exhibit A

Basis for charging: [OR As set forth in Exhibit A]:

Per attached Exhibit A

Schedule: Start: Exhibit A

Complete: Exhibit A

[OR As described in Exhibit A]:

Per attached Exhibit A

Exhibit "A"



Reliable
Tire Disposal †

Per trailer pricing:

The trailer will be delivered to your location loaded by your staff

Total number of trailers requested: 2

Total \$ for trailers requested: \$4800.00

10/13/2018

drop 10/12/18
pu 10/15/18

**If you request a trailer but do not use it or use only a portion of it, you will still be charged the fee per trailer requested.

**Whole tires only/no cut tires

**Rims loaded on last

Thank you,
Gary and Anetra Thomas
Reliable Tire Disposal
Office: 512-756-8218

3345 E HWY 29 • BURNET TX • 78611
PHONE: 512-756-8218