

TERMS: NET 10 DAYS

CUSTOMER

(AUTHORIZED SIGNATURE)
 County Judge 1/25/11
(TITLE) (DATE)

NAME (PRINT OR TYPE) Ramon Garcia

CONTRACTOR

(AUTHORIZED SIGNATURE)
DSTANFORD 707
TERRITORY NUMBER

NAME (PRINT OR TYPE) _____



DO'S AND DON'TS OF CONTAINER CARE

DO'S

- Containerize (bag-paper/plastic, or box) all loose trash such as paper, Styrofoam, packing peanuts, etc.
- Double bag all putrescible waste, i.e. restaurant waste (pre-drain off all liquids).
- Sanitize container at least once a week with PINESOL and/or CLOROX solution, to maintain the container in compliance with Health Department regulations.
- Keep lids closed and locked (if applicable) at all times. Locking dumpsters will prevent unauthorized persons from using the service you pay for.
- Report any container or service problems immediately to the customer service department of your disposal company.

DON'TS

- Put non-compactable items in the container. This includes but is not limited to wood, furniture, mattresses, metal shelving, carpenter/construction material (i.e. roofing debris, shingles, sheetrock, bricks, dirt, sand, concrete, etc.).
- Put manure, glass, tires, batteries, paint, special waste, appliances with freon in them in the container.
- Overload container. Lids must be closed to prevent spillage while the container is emptied.
- Block container or enclosure area. The area in front of the container must be clear of vehicles and/or debris for the driver to service container.
- Don't put any FLAMMABLE WASTE, CORROSIVE WASTE (that which is unstable or undergoes rapid or violent chemical reaction with water or other materials), or TOXIC WASTE (that which contains high concentration of heavy metals, such as lead, mercury, or cadmium or fluorescent light bulbs) in the container.

You are a valued customer who expects the highest quality container, and with your cooperation, we can achieve this together. Should you have any questions or concerns regarding the guidelines, please contact your Sales Representative.

X
Customer Signature

1/25/11
Date

X Ramon Garcia
Print Name

#718

**COLLECTION SERVICE AGREEMENT
TERMS AND CONDITIONS**

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "waste materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer's completed Waste Profile for such Special Waste has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, toxic or hazardous waste or material, or toxic substance, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. **TERM.** The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional Terms of twelve (12) months each unless either party gives to the other party written notice (See Section 10. Notification) of termination at least sixty (60) days prior to the termination of the then-existing Term.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five (5) business days of its receipt of a written demand from Customer (See Section 10. Notification), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; the closure or heavy maintenance of roads used to provide service, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties. Written notice of any changes in accordance with this provision will be provided to the Customer either prior to or in conjunction with the first billing statement that reflects the change.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the initial Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Term under this Agreement is six or more months, Customer shall pay its most recent full monthly charges multiplied by six; or 2) if the remaining Term under this Agreement is less than six months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the Term. In the event Customer terminates this Agreement prior to the expiration of any renewal Term for any reason other than a default by Company, or in the event Company terminates this

Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining renewal Term under this Agreement is three or more months, Customer shall pay its most recent full monthly charges multiplied by three; or 2) if the remaining Term under this Agreement is less than three months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance or non-performance of this Agreement.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's waste, or (2) as a result of the disposal of Customer's waste, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials or caused by Customer's willful or grossly negligent actions.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of or in connection with the performance or non-performance of this Agreement.

9. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) Neither party shall assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any entity affiliated with Company without Customer's consent. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; and (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees.

10. **NOTIFICATION.** All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested [redacted] to the attention of Sales Manager [redacted]

KJ

Ramin Garcia
Customer

(Authorized Signature)

County Judge
(Title) (Date)
#718