

Esther Perez
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, TX 78577

Esther Perez:

From recommending the right plan to providing reliable pickups, we're here to meet your business' needs.

Thank you for the opportunity to provide services for your business. At Republic Services, our most important relationships are the ones we have with our customers. We look forward to our partnership and to helping make waste removal easy.

As a Republic Services customer, you can sign up for and use our online tool My Resource™. With this tool, you can easily manage your account anytime, anywhere, on any device. With the touch of a button you can do the following:

- Pay your bill
- Schedule a pickup
- Discover and order new products and services
- Receive weather and holiday service updates

Sign up at [RepublicOnline.com](https://www.RepublicOnline.com)

Attached you will find our proposal which outlines our recommended services configured to meet your business' needs.

Thank you again for this opportunity. Please contact me with any questions.

Maribel Nieto
Republic Services, Inc.
ISR - Com/Ind Sales & Retain
956-392-7013
mnieto@republicservices.com



We'll handle it from here.™



**REPUBLIC
SERVICES**

PROPOSAL

Esther Perez
Hidalgo County Precinct #2
1429 S TOWER RD
ALAMO, TX 78516
Quote: A172276204

Hidalgo County Precinct #2:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 956-432-7316. It's that easy.

Service Details

SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 4 yard Container	Base Rate:	\$73.25 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$73.25
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
1 - Container Refresh Promotional Discount	-\$9.00
Total Fuel/ Environmental Recovery Fees**	\$21.53
Administrative Fee**	\$5.25
Total Estimated Amount	\$100.03

One Time Charges

Delivery Charge Subtotal	\$137.00
Valued Customer Discount - Delivery	-\$12.00
Total Fuel/ Environmental Recovery Fees**	\$34.29
Total One-Time Amount	\$159.29

Maribel Nieto
Republic Services
956-392-7013
mnieto@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the



PROPOSAL

proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Customer Service Agreement

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	Hidalgo County Precinct #2	SITE NAME	Hidalgo County Precinct #2
ATTN:	Esther Perez	ADDRESS	1429 S TOWER RD
ADDRESS	300 West Hall Acres, Suite G	CITY	ALAMO, TX
CITY	Pharr, TX	STATE	
STATE		ZIP CODE	78516
ZIP CODE	78577	TEL. NO.	(956) 787-1891
TEL. NO.	(956) 787-1891	FAX NO.	
		AUTHORIZED BY:	Esther Perez
		CONTACT	Esther Perez
		TITLE	Accounts Payable Clerk

AGREEMENT NUMBER	A172276204
ACCOUNT NUMBER	863 -
EMAIL	esither.perez@co.hidalgo.tx.us

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECP. REQ	LIF CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TCRC CMP
N		FL	4.00Yd(s)	N	1	P	N	1/1W			N	N	AA81	9/18/2017		\$73.25	\$137.00		Container Refresh \$9.00	Delivery \$137.00 Exchange \$200.00 Extra Yds \$41.00 Relocate \$137.00 Removal \$137.00	

BFI Waste Services of Texas, LP DBA Allied Waste Services of Rio Grande Valley, Brownsville Satellite Republic Services of Rio Grande Valley, Mission Satellite Republic Services of Rio Grande Valley, Republic Services of Rio Grande Valley
HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: _____ TITLE: _____

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT) _____ DATE OF AGREEMENT _____

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") RESULTING FROM THE INCLUSION OF EXCLUDED WASTE IN THE WASTE MATERIALS. To the extent permitted under the Constitution and laws of the State of Texas, MN**

TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. **To the extent permitted under the Constitution and laws of the State of Texas, MN**

CONTINUED ON NEXT PAGE

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) fuel/environmental recovery fees in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CUSTOMER'S USE, OPERATION OR POSSESSION OF THE EQUIPMENT.** Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

ASSIGNMENT. Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. **To the extent permitted under the Constitution and laws of the State of Texas, MN**

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL: _____

DATE: _____



REPUBLIC SERVICES

9813 Flying Cloud Drive
Eden Prairie MN 55347-400505
Customer Service (952) 941-5174
RepublicServices.com/Support

Account Number 3-0894-0000110
Invoice Number 0894-004181923
Invoice Date September 25, 2016
Past Due on 09/25/16 **\$303.80**
Payments/Adjustments \$0.00
Current Invoice Charges **\$308.56**

Important Information

If you have any questions on your bill, please visit
RepublicServices.com/MyBill.

Autopayment	Payment Due Date
\$612.36	Past Due

CURRENT INVOICE CHARGES

John Doe 1930 Clinton Ave Minneapolis, MN

Description	Reference	Quantity	Unit Price	Amount
1 Waste Container 4 Cu Yd, 1x Per Week				
Pickup Service 10/01-10/31			\$182.40	\$182.40
Administrative Fee				\$5.25
Total Fuel/Environmental Recovery Fee				\$45.08
Total County Surcharge				\$32.81
Total Solid Waste Management Tax				\$38.46
Late Fee 09/25				\$4.56
CURRENT INVOICE CHARGES, Due by October 15, 2016				\$308.56

GO PAPERLESS. STAY UP-TO-DATE.

Say goodbye to late or lost mail. Receive your statements electronically and securely. RepublicServices.com



Past Due	30 Days	60 Days	90+ Days
	\$303.80	\$0.00	\$0.00



9813 Flying Cloud Drive
Eden Prairie MN 55347-400505

* Thank you for Your Automatic Payment *

Autopayment	\$612.36
Payment Due Date	Past Due
Account Number	3-0894-0000110
Invoice Number	0894-004181923



For Billing Address Changes,
Check Box and Complete Reverse.

Address Service Requested

Make Checks Payable To:

REPUBLIC SERVICES #894
PO BOX 9001154
LOUISVILLE KY 40290-1154

JOHN DOE
1930 CLINTON AVE
MINNEAPOLIS MN 55404-2747



UNDERSTANDING YOUR BILL

Visit RepublicServices.com/MyBill

CHECK PROCESSING

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

CANCELLATION & PAYMENT POLICY

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

FUEL, ENVIRONMENTAL & ADMIN FEE EXPLANATIONS

For fee explanations visit RepublicServices.com/Fees

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	