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Service Agreement QUO-76163-Z7N6G9

Date: 5/9/2022
Salesperson: Valerie Herrera

BILLING	
Customer Name: Willamson County Address: 3101 SE Inner Loop City, State, Zip: Georgetown, TX 78626 Phone: 512-943-1666 Email: gwrehsnig@wilco.org Contact: Bill Gravell	Payment Terms: Credit _ Ref acct# 6*2098 Temp or Perm: Temp

LOCATION	
Service Name: Willamson County Address: 508 S Holly St City, State, Zip: Georgetown , TX 78626 Phone: 512-943-1666 Email: gwrehsnig@wilco.org Contact: Bill Gravell	Service Start Date: June 17,2022 *firm* Service End Date: Access Hours: M-F 7am-7pm *Co.6

Roll Off | Temp

Qty	Product	Material	Delivery/ No Haul Rate	Rental			Term Haul Rate	Price Per Unit
				Rate (daily)	Est. Days	Fee		
1	40 yd	Landfill	\$75.00	\$6.00	0	\$0.00	\$526.00	\$601.00

Comments: + Estimated fuel surcharge & sales tax.
 Anything over 10 tons is an additional \$55 per ton
 If site is inaccessible or box is overloaded, a no haul fee the equivalent of the delivery fee will apply.
 Extra fees may apply for mattresses. **Customer must call 512-329-1743 when ready to schedule container pickup or hauls.**
Container Placement: Contact Tony Hill 512.943.3314

Sub Total	\$601.00
Fuel Surcharge	\$0.00
Franchise fee	\$0.00
Tax	\$0.00
Total	\$601.00

Rates do not include sales tax, variable fuel surcharge, or franchise fees where applicable. Overweight fees may apply.

Confirmed rate to be charged to credit card will include fuel surcharge, franchise fee where applicable, and sales tax. Credit card will remain on file to pay additional charges. Overweight fees may apply.

Monthly Minimum Haul Charge \$350, excluding rental.



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ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms, as used in the Service Agreement, shall have the meanings specified in this paragraph.
 - a) "Company" shall mean Texas Disposal Systems, Inc.;
 - b) "Customer" shall mean the customer named on page 1 of this Agreement;
 - c) "Equipment" shall mean all containers, stationary and self-contained compactors and other equipment and devices provided Customer by the Company as specified on page 1 of this Agreement, or otherwise as supplied by the Company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of the Company.
 - d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls ("PCBs") and petroleum.
 - e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which the Company can handle and transport without the requirement of a hazardous or toxic license or permit which does not contain Hazardous Materials, and shall include Recyclable Material.
 - f) "Recyclable Material" shall be defined as material which the Company determines can be recycled or composted, including but not limited to, metals, separated concrete, wood, brush, fibers, plastics and glass.
2. **EQUIPMENT AND SERVICE:** The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof.
3. **DUTIES AND RESPONSIBILITIES OF CUSTOMER:** Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waste Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment in the event of fire, vandalism, or other damage beyond normal use and wear of the Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Customer shall be responsible for all liabilities that result therefrom, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer. Customer shall make no alteration or changes to the Equipment. Customer is responsible for any damage caused by an electrical drop or surge, including lightning, which is conducted into the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, Customer will be notified, and any additional fees to service the container will be charged to the Customer.
4. **SERVICE FEE:** Customer shall pay, on a monthly basis, the service fees and charges designated on page 1 of this Service Agreement, plus the following adjustments: Use tax, Fees, and Surcharges- Customer shall also be responsible for any and all use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. Fuel: Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees and charges in an amount equal to any equivalent unit increase in fuel costs.
5. **TERM:** This Agreement shall be for an initial term of day to day to commence on the date listed on page 1 of this agreement and shall terminate upon request of the customer as long as the customer is not in breach of any provisions of this agreement.
6. **TITLE:** The Equipment is and, throughout the term hereof, shall be considered as being owned and leased by the Company to the Customer. The Company retains all ownership rights, title and



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- interest to the Equipment. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.
7. **CHANGES IN SERVICE:** Changes in services provided by the Company or in the fees and charges paid by the Customer may be made by oral or written agreement of the parties, and the continuing actions and practices of the parties with respect to such changes shall constitute the consent and agreement of the parties to such changes.
 8. **PREMISES:** Customer shall prepare an adequate and fully accessible site for location of the Equipment on the Customer's premises and shall provide such utilities as shall be necessary for operation of the Equipment on-site. Customer shall provide and hereby grants the Company complete and adequate access and right-of-way to the Equipment on Customer's premises, which access and right-of-way shall bear the weight and operation of the Company's vehicles, machinery and other equipment. The Company shall have no obligation or liability for operation or passage of such vehicles, machinery and equipment (including the Equipment) on Customer's premises, and Customer hereby releases the Company from and disclaims all rights, claims and demands with respect to such operation or passage of vehicles, machinery and equipment by the Company; provided, however, nothing herein shall be construed to release the Company from responsibility for acts of gross negligence or willfulness on the part of the Company's employees in the operation of such vehicles and equipment on the Customer's premises outside of said right-of-way. The Company shall not be responsible for damage to curbs, paved or unpaved driving surfaces, or base structures resulting from service of an agreed location of the Equipment.
 9. **RELEASE AND INDEMNIFICATION:** CUSTOMER AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AGENTS AND THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY AND ALL OF THEM (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, COURT COSTS AND ATTORNEYS FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR ATTRIBUTED TO, DIRECTLY OR INDIRECTLY, OR IN ANY WAY RELATED TO THIS AGREEMENT OR CUSTOMER'S PERFORMANCE OF ANY WORK OR OTHER ACTIVITIES RELATED HERETO, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CUSTOMER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CUSTOMER OR ANYONE FOR WHOSE ACTS CUSTOMER MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CUSTOMER OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF CUSTOMER AND ANY SUCH SUBCONTRACTOR(S) THAT IN SUCH EVENT CUSTOMER IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CUSTOMER'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CUSTOMER UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. CUSTOMER AGREES TO PROCURE ADEQUATE LIABILITY INSURANCE, COVERING ITS OBLIGATIONS UNDER



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THIS PARAGRAPH. THE INDEMNIFICATION SET FORTH IN THIS PARAGRAPH IS FOR THE DIRECT BENEFIT OF THE INDEMNIFIED PARTIES AND SHALL BE ENFORCEABLE BY EACH OF THEM ACTING ALONE OR TOGETHER.

10. **MISCELLANEOUS:** All provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, and the warranties and indemnities contained herein shall survive the termination of the Agreement. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company. Any provision hereof which is unenforceable under applicable law will be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder thereof or the remaining provisions hereof and it is the intention of the parties hereto that, in lieu of such unenforceable provision, there be added as part of the Agreement, a provision as similar in terms as possible to the unenforceable provision which is enforceable. This Agreement is made and entered into in the State of Texas, shall be construed under the laws of the State of Texas and is fully performable in all Texas counties. Any notices required to be given by this Agreement may be given by mailing same, certified mail, return receipt requested, addressed to the Company or the Customer as shown on the reverse side of hereof. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received. Either party may change its address for notice by the above-described method. The Company shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Company. This Agreement may not be amended except by a subsequent agreement of the parties, oral, written, or by continued acts of the parties.
11. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
12. **Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
13. **Termination for Convenience:** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
14. **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
15. **Venue and Governing Law:** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.



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Dear TDS Roll-Off Customer,

In order to provide safe and effective roll-off service, we are obligated to notify our customers of the load limitations governing our industry. Weight limits affecting roll-off services are as follows:

Truck and roll-off container	34,000 pounds (17 tons)
Maximum allowable weight for material	<u>20,000 pounds (10 tons)</u>
Maximum legal load weight	54,000 pounds (27 tons)

Excess Weight Charges

There will be a charge of 3 cents for each pound over the 20,000 pounds allowable weight (\$60 per ton). The overweight charge will appear on customer's invoice immediately below the haul for which the overweight occurred.

Non-Conforming Waste Materials

Only non-hazardous municipal type wastes (including construction debris) can be disposed of in TDS roll-off containers. Wastes such as concrete, large rocks, roofing shingles or other bulky, non-compactable wastes will be assessed an additional charge for;

- Concrete/large rocks**
- Roofing shingles**
- Auto tires**
- And other non-conforming waste materials**

Please do NOT load the box with the following items: drums, paint, solvents, chemicals, materials which could be considered flammable or explosive, or material not environmentally sound for disposal at a sanitary landfill. Tree stumps, tires and foam rubber will be disposed of at the current landfill rates for these types of materials. These charges will be added to the normal load-hauling rate (charge per tire will be added to your invoice).

Do not overload or place any material above the sides of the container (maximum weight is 20,000lbs).

Always allow for the tarpaulin, which will be placed over the top of the container, by restricting sharp objects from protruding above normal loading levels.

Do not force back door closed. Complete loading only after the door has been closed and locked normally.

Do not place any object in front of the container, which will restrict truck access for hauling. In the event that we are unable to haul a container because it is blocked, a no-haul charge will be added to your invoice. Always provide a suitable location and access road for delivery of the container, using proper roadbed material such as gravel, broken brick or block, cement, etc. Prepare driveway for truck to deliver and pick up the box. We will not be responsible for broken driveways, sidewalks, etc.

Do not move container without written permission from Texas Disposal Systems.

Do not ask driver to place container in an unsafe area. Overhead obstructions, tight placement and dangerous or unlevelled surfaces should be avoided. Minimum required service space is 60 feet by 22 feet.

Our Sales, Customer Care and Operations personnel will assist you in ordering the correct box size for the material you will be loading into the roll-off container. Working in cooperation with one another will make it possible to minimize the adverse effects of overweight loads.



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Please sign below to acknowledge that you have read and understood this addendum to your existing and future roll-off service agreement(s) with TDS.

Company: Texas Disposal Systems

Customer: Williamson County

TDS Signature: *Valerie Herrera*

Authorizing Signature:

Name: Valerie Herrera

Name: Bill Gravell

Title: Sales Representative

Title: Customer

Date: 5/9/2022

Date Signed: