



Al Clawson Disposal, Inc.
P.O. Box 416, Jarrell, Texas 76537
8600 North IH35, Georgetown, Texas 78626
512-930-5490 Office, 512-930-5496 Fax
www.clawsondisposal.com

Solid Waste Disposal Agreement

Billing Name: ("Customer")	Williamson County	Service Name:	Williamson County
Billing Address:	3803 FM-1869	Service Address:	3803 FM-1869
Billing City/State/Zip:	Liberty Hill Tx, 78642		Liberty Hill Tx, 78642
Billing Telephone:	512-943-1666	Service Telephone:	512-943-1666
Billing Contact Name:	Gina Wrehnsnig	Service Contact Name:	Gina Wrehnsnig
Account Number:		Email:	Gina Wrehnsnig
Size:	1 95 gallon cart	Schedule of Charges:	Serviced Weekly \$26.00 monthly

TERM. Customer grants to Al Clawson Disposal, Inc. ("Contractor") the exclusive right to collect and dispose of all Customer's waste materials as warranted above for an initial term of three (3) years from the effective service date. The term of this Agreement shall be automatically renewed for like terms thereafter unless either party shall give a written notice of termination at least sixty (60) days prior to the termination of the initial term or any renewal term. Written notice must be sent by certified mail.

HOLIDAYS. Unless otherwise specified, no service will be available on the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day.

CHANGES AND COST INCREASES. Because disposal and fuel costs are a significant portion of the cost of the Contractor's services provided hereunder, Contractor may increase the Schedule of Charges proportionally to reflect any increase in such costs. The Schedule of Charges may also be adjusted annually to reflect increases in the Consumer Price Index.

WASTE MATERIALS. Customer warrants that the waste materials delivered to Contractor will not contain any hazardous, toxic, or radioactive wastes or substances as defined by applicable federal, state, or local provincial laws or regulations. Contractor will not accept any construction material or non-compactable waste. Contractor shall acquire title to the waste materials when loaded into Contractor's vehicles; provided, however that title and liability for the waste materials excluded from this Agreement shall remain with Customer, and Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines, and liabilities arising out of breach of the above warranties including, without, limitation, liabilities for violation of laws or regulation, for injury or death to persons or for the loss or damage to property or the environment.

RESPONSIBILITY FOR EQUIPMENT. The equipment furnished by Contractor hereunder shall remain the property of the Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Customer shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines, and liabilities for injury or death to persons or loss or damage to property arising out of the Customer's use, operation or possession of the equipment. On collection day, Customer shall provide unobstructed access to the equipment or if the equipment is inaccessible due to wet ground conditions, Customer will be notified, and any additional collection service or attempt to provide such service shall be charged as an "extra pick-up."

CHARGES AND PAYMENT. Customer shall pay Contractor for its services in accordance with the Schedule of Charges shown above on the Agreement. Customer shall be liable for all taxes, fee or other charges imposed by federal, state, local or provincial laws and regulations upon the collection, transportation or disposal of Customer's waste materials or the services performed hereunder.

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 licensee 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 licensee 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 licensee'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.

PAVEMENT DAMAGE. Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of the Contractor's vehicles.

Mediation. In the event of a breach of this Agreement, the parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Agreement.

Venue and Governing Law. Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Valerie Covey

Customer Authorized Agent

May 3, 2022

Date

Kristy Damsen

Contractor (ACDI) Authorized Agent

4/28/22

Date