

Non-Hazardous Liquid Waste Collection and Disposal Agreement

Custome	r Information				LES Office Use Only	
Name:	Polk County Aging Dept/Livingston				Customer ID:	
Address:	602 E. Church				Sales Rep: Kon Halo	
City:	Livingston	State:	TX ZIP:	77351	○ New Account	
Contact:	Barbara Hayes	Title:	Director of Aging	Dept.	Change to existing account (**Renewal	
Рһопе:	(936) 327-6830	Fax:	(936) 3	27-6873	Other	
Billing In	formation (if different)				Term of Contract	
Name:	Polk County Aging Dept				© 3 years	
Address:	602 E. Church, #145, Box 10				See turn 3 the Conditions of Agreement	
City:	Livingston	State:	TX ZIP:	77351	Billing Setup	
Contact:	Babara Hayes	Title:	Director of Aging		Consolidated monthly invoice to billing address.	
Phone:	(936) 327-6830	Fax:	(936) 3	27-6073	(Individual invoice to billing address after each service.	
	/Service/Trap Information	n Profile(s) or Customer Acco	unt Summary	(Individual invoice to service address after each service.	
Pricing					Payment	
Rate per	trap service \$ 390.00	X Ann	ual Increase	5 %	Credit Card	
Disposal	OFG \$	Emerg	ency Surcharge I	late	CC#	
Transpor	tation (per hour) \$	Weekda) Night/				
Line Jett	tng* \$	Weekend	\$400.00		Exp Sig.	
Garrel Va			of the Conditions of Agreement gramming music the performed a	1 :	Invokce due upon receipt	
Washout	\$,	alti-location acco		C.O.D.	
Manifest Signature Release						
	spokes: LES as your arromey-in-that for the sole purp ded, however, this appointment is only effective who				o the grease/gnt trap(s) at the location(s) identified in the vice and if it is permitted under applicable law.	
Print Name and	'trie	-	Signature		Date	
ACCEPTANCE OF ACI	REEMFINE The above prices, length of contract, spec quist Enrimnmental Solutions is authorized to do the	ning this Agree	orrollours are satisfactory and. The terms and conduction	of the hereby accepted. I have read a so on the reverse side and the service vis authoritied to do so and that the	and undergrand the Conditions of Agreement as listed on the back is location profiled to Customer Agreement at Entire are part of this Agreement is lengthly building on the Customer, its successors and	
Contractor Authoriz		Daile		Cystopher Authorito	ed Signature Date	
	ount Executive			$\nu_{\mathbf{x}}$		
Print Name and Tib	e e			ITT bee smc yell	te re-rs/ts	

Non-Hazardous Liquid Waste Collection and Disposal Agreement Service Location Profile

Complete One Form for Each Trap

Location Ir	nformation					**************************************			
Parent #				**************************************	م ما ما ما م	602 E. Chur	-ch		
	[Address	1		· · · · · · · · · · · · · · · · · · ·	
Name	Polk County Ag	jing Dept/Livings	ton		City	Livingston		Franc	chise Fee
Store #					Contact	Barbara Ha	/es		
State	Texas	ZIP	Code 7735	1	Title	Director of	Aging		
Phone	936-327-3830	Fax	936-327-6	873	email				
Service Are	ea C Direct	: G Exte	nded (Special					
Service Inf	ormation								
⊚ Grease	(Grit F	Profile #			← Şeptic	(Lint	○ Other		
Service Freq. (wks)) (1 (2	(4 (8 @	12 / 01	ther	Next Sen	vice Date			
Estimated '	Trap Size 1,0	00		gals.		to service ness hours?	€ Yes C	No If yes, slorature rele the agreement must	ese section of be completed
Line Clean	Line Cleaning 12 weeks 24 weeks 36 weeks 48 weeks None								
Excluded S Times	Sta	rt 1	Enc	3 1		Start 2		End 2	
Trap Inform	nation (for in	ternal use)							
Trap Cond		sandi. Winda ita	eds Service*	○ Need	s further inspe	ection	* see note	s section for trap cond	lition details
Truck Type	e Bob	tail Tank	er L	ow-Profile	Hose Nee	eded (< 100 feet	> 100 feet	
Special Eq	uipment (Yes (No	Ust equipment nec section	eded in the notes	Extra Tec	chnicians (Yes @ No	How Many	
Special Cor	nditions				Barrel-Va	ec C	Yes (No	Number of Stairs	
Trap Locat	ion								
Site Diagra	ms				Notes.				
LES Represer	ntative Ken h	lale			Inspectio	n Date			
	,					• •			re- 05/106

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Non-Hazardous Liquid Waste Collection and Disposal Agreement

ustome	r Information		LES Office Use Only
ame:	Polk County Aging Dept/Corrigan		Customer ID:
ddress:	300 Hospital Street		Sales Rep: Ken Hale
ity:	Corrigen	State: TX ZIP: 77369	New Account
ontact:	Barbara Hayes	Title: Director of Aging Dept.	Change to existing account
none:	(936) 327-6830	Fax: (936) 327-6873	(Renewal Cother
lling İr	iformation (If different)		Term of Contract
ame:	Polk County Aging Dept		© years
idress:	602 E. Church, #145, Box 10		See Rem 3 the Conditions of Agreement
ty:	Livingston	State: TX ZIP: 77351	Billing Setup
ontact:	Babara Hayes	Title: Director of Aging	Consolidated monthly invoke to billing address.
	(936) 327-6830	Fax: (936) 327-6873	(Individual invoice to billing
cation	/Service/Trap Information		address after each service. (Individual invoice to service
ocation 1	/Service/Trap Information	on Profile(s) or Customer Account Summary	(Individual invoice to service address after each service. Payment
ocation 1 ricing	//Service/Trap Information Traps - See attached Service Location at trap service \$ 220.00	IX Annual Increase 5 %	Individual invoice to service address after each service. Payment Credit Card
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Non-Hazardous Liquid Waste Collection and Disposal Agreement Service Location Profile

Complete One Form for Each Trap

Location Information						
Parent #	Address 300 Hospital Street					
Name Polk County Aging Dept/Corringan	City Corrigan Franchise Fee					
Store #	Contact Barbara Hayes					
State Texas ZIP Code 77369	Title Director of Aging					
Phone 936-327-3830 Fax 936-327-6873	email					
Service Area / Direct / Extended / Special						
Service Information						
© Grease	Septic C Lint C Other					
Service Freq. (wks) 1 2 4 8 12 6 Other Kall	Next Service Date Will Call for Service					
Estimated Trap Size 500 gals.	Allow LES to service after business hours? Yes C No If yes, signature release section of the agreement must be completed.					
Line Cleaning (12 weeks (24 weeks (36 weeks	eks (48 weeks (None					
Excluded Service Start 1 End 1	Start 2 End 2					
Trap Information (for internal use) Trap Condition (Functional (Needs Service* (Needs further inspection * see notes section for trap condition details						
Truck Type Bobtail Tanker Low-Profile	Hose Needed					
Special Equipment (Yes (No List equipment needed in the noxes section	Extra Technicians (Yes & No How Many					
Special Conditions	Barrol-Vac (Yes (No Number of Stairs					
Trap Location						
Site Diagrams	Notes					
LES Description Key Hale	Price based on 500 gallon size of grease trap. Price is subject to change based on the amount removed on the first service. If more then 500 gallons are removed the price will be \$0.44 per gallon on all gallons removed.					
LES Representative Ken Hale	Inspection Date					

Non-Hazardous Liquid Waste Collection and Disposal Agreement

Name:			LES Office Use Only
MOTHE.	Polk County Aging Dept/Onalaska		Customer ID:
Address:	14386 Town Street		Sales Rep: Ken Hale
City:	Onalaska	State: TX ZIP; 77360	New Account
Contact:	Barbara Hayes	Title: Director of Aging Dept.	Change to existing account
Phone:	(936) 327-6830	Fax: (936) 327-6873	(Renewal Cother
Billing In	nformation (if different)		Term of Contract
Name:	Polk County Aging Dept		(3 years
Address:	602 E. Church, #145, Box 10		See Rem 3 the Conditions of Agressent
City:	Livingston	State: TX ZIn: 77351	Billing Setup
Contact:	Babara Hayes	Title: Director of Aging	Consolidated monthly invoice to billing address.
Phone:	(936) 327-6830	Fax: (936) 327-6873	Individual invoice to billing address after each service.
1 -	rans - See attached Sendre I neat	De British and American	Individual invoice to service
	Tays a see guarantee service goods	on Profile(s) or Customer Account Summary	address after each service. Payment
Pricing	trap service \$ 220.00		
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Pricing Rate per Disposal	r trap service \$ 220.00 I CPG \$ reation (per hour) \$	✓ Annual Increase	Payment Credit Card
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Pricing Rate per Disposal Transpor Line lett	r trap service \$ 220.00 I CPG \$ Intration (per hour) \$ Intig* \$ Intig* \$ Integral In	Annual Increase 5 % Emergency Surcharge Rate Weekday \$200,00 Night/ \$400,00 Soo Ren 6 of the Conditions of Agreement	Payment C Credit Card CC# Exp Sig.
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Pricing Rate per Disposal Transpor Line lette Barrel Va Additional Washout Manifest Your signature or agreement, proving prov	reap service \$ 220.00 ICPG \$ reation (per hour) \$ ting* \$ account \$ al Person \$ Signature Release spoonts LES as your attempt in fact for the sole pur titles, however, this apparament is unly effective with the person of the person o	Emergency Surcharge Rate Weekday \$200,00 Night/ Weekend \$400,00 See Ren 6 of the Conditions of Agreement * this listing service must be perferised at the taste of periphry Plaint-location account: See attached pricing schedule pope of constraint the manifest at Auture periphry/dearing and related service must be perfering schedule. See attached pricing schedule Signature selfications and conditions are setstactory and are hereby accepted. I have a specified. The terms and conditions on the reverse side and the signing this Agreement on feel off of Customer is audiented to do so and of the laping this Agreement on feel off of Customer is audiented to do so and of the signing this Agreement on feel off of Customer is audiented to do so and of the signing this Agreement on feel of the significance is audiented to do so and of the signing this Agreement on feel of the significance is audiented to do so and of the significance is audiented to do so and of the significance is audiented to do so and of the significance is audiented to do so and of the significance is audiented to do so and of the significance is audiented to see and the significance is audiented to do so and of the significance is audiented to see a see and seed to see a see and seed to see a see and seed to see a see a seed to see a see a s	Credit Card CC# Exp Sig. (a Involce due upon receipt C.O.D. Aces to the greate/grit trac(s) at the location(s) identified in the col service and if is is permitted under applicable law. Date Date Read and understand the Concidence of agregating is lated on the back speaker location profession of control symmetry are part of this speaker location profession of control symmetry are part of this
Pricing Rate per Disposal Transpor Line letti Barrel Va Additiona Washout Manifest Your signature synaptement, proving	responservice \$ 220.00 ICPG \$ reation (per hour) \$ ting* \$ account \$ al Person \$ Signature Release poorlis LES as your element in fact for the sole pur tides, however, this appointment is only effective with the person sole of the represental Solutions is authorized to do the represental, warrants and agrees that the person sole of the represental solutions is authorized to do the represental, warrants and agrees that the person sole of the sole of th	Emergency Surcharge Rate Weekday \$200.00 Night/ \$400.00 See item 6 of the Conditions of Agreement - the Instance-vice must be performed at the time of pemping Multi-location account See attached pricing schedule pose of executing the manifest at Auture pemping/deaving and related service must be performed at the time of the location personnel are not available to son the manifest at the time Signature sufficiations and conditions are setting of the manifest of the time apply as a specified. The terms and conditions on the reverse side and the lapting this Agreement on belief of Continuer is authorized to do so and of the lapting this Agreement on belief of Continuer is authorized to do so and of	Credit Card CC# Exp Sig. (a Involce due upon receipt C.O.D. Aces to the greate/grit trac(s) at the location(s) identified in the col service and if is is permitted under applicable law. Date Date Read and understand the Concidence of agregating is lated on the back speaker location profession of control symmetry are part of this speaker location profession of control symmetry are part of this

Non-Hazardous Liquid Waste Collection and Disposal Agreement Service Location Profile

Complete One Form for Each Trap

Location Information	
Parent #	Address 14386 Town Street
Name Polk County Aging Dept/Onalaska	City Onalaska Franchise Fee
Store #	Contact Barbara Hayes
State Texas ZIP Code 77360	Title Director of Aging
Phone 936-327-3830 Fax 936-327-6873	email
Service Area	1
Service Information	
	Septic C Lint C Other
Service Freq. (wks) (1 (2 (4 (8 (12 @ Other Freq. (wks))))	Next Service Date ASAP
Estimated Trap Size 500 gals.	Allow LES to service after business hours? Yes (No the agreement must be completed
Line Cleaning (12 weeks (24 weeks (36 w	eeks (18 weeks (None
Excluded Service Start 1 End 1	Start 2 End 2
Trap Information (for internal use)	
Trap Condition (a Functional (Needs Service* (Needs	s further inspection * see notes section for trap condition details
Truck Type Bobtail Tanker Low-Profile	Hose Needed (6 < 100 feet (> 100 feet
Special Equipment Yes No Ust equipment needed in the extessection	Extra Technicians (Yes (No How Marry
Special Conditions	Barrel-Vac (*Yes (*No Number of Stairs
Trap Location	
Site Diagrams	Notes
	Price based on 500 gallon size of grease trap. Price is
	subject to change based on the amount removed on the first service. If more then 500 gallons are removed the price will be \$0.44 per gallon on all gallons removed.
LES Representative Ken Hale	Inspection Date

Conditions of Agreement

Liquid Environmental Solutions ("Contractor") and the porty whose name appears as "Customer" on the face of this Agreement ("Customer") hereby mistually agree that all services rendered under this Agreement shall be provided to Customer on the following terms and conditions.

- Services. Customer grants Contractor the exclusive right to collect, transport and dispose of Customer's waste materials, including recyclibles (collectively, the "Waste Materials") on the terms described on the face of this Agreement (the "Services") and Contractor agrees to provide such Services.
- No Enzymes. Neither Oustomer nor any contractor, agent or other service provider of Customer shall use any bacteria, enzyme and or similar product in Customer's drains, grease trap or sewer lines without Contractor's prior, written consent.
- Term. The initial term of this Agreement shall begin on the signature date of the Agreement, and continue for the period set forth on the face of this Agreement. Unless otherwise specified on the face of this Agreement, this Agreement shall automatically renew for like terms thereafter unless either party shall give written notice to the other of termination at least thirty days prior to the termination of the initial term or any renewal term. This Agreement may not be terminated prior to the completion of the period set forth on the face of this Agreement, except by mutual, written agreement of the parties or as otherwise set forth in this Agreement.
- 4) Termination For Cause. This contract can be terminated by either party upon 30 days written notice to the other party upon the following terms and conditions: It cities party breaches any material provision of this contract, and such breach is not cared within a thirty (30) day "remedy" period following the breaching party's receipt of written notice of such breach from the non-breaching party, or if it is mutually agreed that such breach cannot be cured within such thirty (30) day "remedy" period, then the non-breaching party may terminate this contract after the "remedy" period has expired or if there is mutual agreement that the breach cannot be cured within thirty (30) days by providing written notice to the breaching party of its intent to terminate the agreement at least 30 days in advance of the intended terminate that agreement at least 30 days in advance of the
- Payment. Oustomer shall pay for the Services in accordance with the schedule of charges and payment terms specified on the face of this Agreement. Customers selecting a C.O.D. payment option will pay Contractor on the scheduled date of servicing prior to the performance by Contractor of Services. Contractor may elect not to render Services and/or terminate this Agreement if Customer fails to pay at such time. For all other Customers, if any payment is not made when due, Contractor, at its sole option, may suspend Services or terminate this Agreement. Oustomer agrees to pay a service charge on all past due amounts accruing from the date of the invoice at a race of eighteen percent (18%) per annum or, if less, the maximum rate allowable by law. If Contractor has to engage legal counsel or a collections agency fees from Customer.
- Waste Materials. Customer warrents that trap waste or wastewater collected by Contractor will not contain any radioactive, flammable, explosive, toxic or hazardous material ("Excluded Waste"). The term "hazardous material" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Quan Water Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Agreement or subsequently enacted. Contractor shall acquire title to the Waste Material after it is loaded into Contractor's collection vehicle; provided, however, title to and Rability for Excluded Waste shall remain with Customer at all times. Customer shall be responsible for any costs incurred by Contractor in the handling or proper disposal of any Excluded Waste and Customer expressity agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, costs, losses, penalties, fines and liabilities resulting from or arising out of any such Excluded Waste.
- Pricing. Pricing is based on the Estimated Trap Size set forth on the associated Service Location Profile. The actual gallon capacity of the grease trap will be determined at the time of the first service by Liquid Environmental Solutions. Any variance greater than 10% from the Estimated Trap Size will result in a corresponding price increase/decrease, rounded to the nearest whole dollar, except that no such change in price shall cause the Fee per Trap Service to be less than \$125.00 in Direct service areas, \$150.00 in Extended service areas and \$200.00 in Special service areas. The pricing change will be calculated as the Initial quoted rate per trap service times the percent increase or decrease in trap size (actual trap size as determined at first service divided by the initially estimated trap size), any service which requires more than one hour at the Customer's site shall be charged an additional \$57.00 for each 30 minutes or portion thereof. The Annual Increase applies to all charges, unless otherwise specified, and will go into effect on each anniversary of the Date of this agreement. All applicable municipal and state taxes or tees will be charged as an additional line time on the invoice.
- 7) Rate Adjustments. In addition to any rate increases specified on the face of this agreement, Contractor may increase the fee per service charged to Customer for any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials; increases in the volume of the grease/gnt trap; increased costs due to the following uncontrollable circumstances; changes in local, state or federal laws or regulations; imposition of taxes, fines or surcharges; and acts of God such as floods, fires, etc. Increases in 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 accordance with this provision will be provided to Customer either prior to or in conjunction with the first billing statement that reflects the charges.
- 9) Frequency of Service. Contractor shall make reasonable efforts to provide the Services to the Customer on or about the next service date and on the Frequency specified thereafter. To be able to maintain the pricing set forth on the face of this Agreement, Customer agrees that the Contractor may occasionally adjust the actual date that Services are provided so as to maximize operational efficiency. Except as set forth in Section 14 below, in no case will it be allowable for the Contractor to extend a service date beyond that of applicable law. Customer may also not adjust the schedule during the term of this contract to extend the Frequency to intervals longer than set forth on the Service Location Profile.
- 9) Changes. Changes in the pricing schedule or frequency of service or any change in the terms of this Agreement due to a change in the size and/or type of Customer's trap require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Customer shall promptly nobify Contractor of any change in the size and/or type of it's trap(s) that occurs during the term of this agreement.
- 10) Driveways and Parking Areas. Customer warrants that the location of, and any right of way from the Customer's trap(s) to the most convenient public way are sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the Services. Contractor shall not be responsible for any damage to the surface or accompanying sub-surface of any such location or right of way resulting from Contractor's performance of Services hereunder and Customer assumes all liabilities for damage to pavement or road surface.
- 11) Access. Customer shall provide unobstructed access to the trap(s) on the date of Service. If the trap is inaccessible, Contractor will promptly notify the Customer and afford Customer a reasonable opportunity to provide the required access. If Customer fails to provide access within a time period reasonable acceptable to Contractor, Contractor shall be entitled to charge the Customer for the time it spent waiting for access (at its then standard hourly rate) and/or an additional service fee if Contractor is required to return at another time to perform the Services.
- 13) Service Refusal. If Liquid Environmental Solutions arrives to service Customer grease trap(s) at the service dates and time windows as allowed within this agreement and the Customer turns us away, or declines to allow us to service the grease trap(s) in accordance with the provisions of this agreement, as a result of such declined service(s), Uguid Environmental Solutions shall be entitled to bill the Customer the normal fee per trap service.
- Additional Service. If Customer requests an additional, non-scheduled Service, Contractor shall perform such Services as soon as possible under the circumstances. Contractor may charge Customer for such additional Service at Contractor's applicable Emergency Surcharge Rate as set forth on the face of this Agreement. If Customer requests such additional Service but declines such Service after Contractor's vehicle arrives, Contractor may nevertheless charge Customer at the rate provided herein, including the Emergency Surcharge. Any additional, non-Scheduled Service will not result in a charge in the next Scheduled Service, which shall be calculated from the prior Scheduled Service, as the Fee per Trap Service is based on the Contractor being able to build and maintain efficient routes for Scheduled Services.
- 15) Service Location. If Customer's Service location changes from that indicated on the Service Location Profile, Customer will promptly notify Contractor and Contractor will continue to perform the Services under the same terms herein at Customer's new Service location, so long as new location is located in the Contractor's direct service area. Service Location Profiles and/or Customer Account Summary may be modified as appropriate to accurately reflect service locations, trap sizes and service frequencies as mutually agreed upon by both parties.
- 16) Excused Performance. Neither party shall be liable for its failure to perform, or for a delay in its performance, due to circumstances beyond the party's reasonable control, such as strikes, riots, truffic delays, read closures, inability to get to trap, comoliving with laws or governmental orders, lines and acts of God, and such failure shall not constitute a Default under this Agreement. In no event shall contractor be liable to Customer for any fines or other expenses associated with improper operation of its trap, including a failure to adhere to any pumping schedule.
- 17) Applicable Law. The validity, interpretation and performance of this agreement shall be governed by the laws of the state where the Services are to be performed.
- (6) Concrolling Document. No pre-printed terms or conditions found on any purchase order or other document shall be considered an amendment to, or modification of this Agreement, even it such documents are signed by representatives of both parties. Any such pre-printed terms or conditions shall be considered null and of no effect.