



Non-Hazardous Liquid Waste Collection and Disposal Agreement

Customer Information

Name: Polk County Jail
Address: 1733 N Washington Ave.
City: Livingston State: TX Zip: 77351
Contact: Ron Phillips Title:
Phone: 936-327-6808 Fax: 936-398-6886

Billing Information (if different)

Name: Polk County Jail Maintenance
Address: P.O. Box 523 110 Allie Bear
City: Livingston Leggett State: TX Zip: 77350 77351
Contact: Ron Phillips Title:
Phone: 936-327-6808 Fax: 936-327-6886

Service/ Trap Information

Trap 1: Gallons 500 Frequency (in weeks) 12 Line Jetting (in weeks)
Trap 2: Gallons Frequency (in weeks) Line Jetting (in weeks)

Pricing

Fee per Trap Service (Trap 1) \$ 285
Annual Increase 5 %
Fee per Trap Service (Trap 2) \$
Franchise Fee
Disposal CPG (Trap 1) \$
Environmental Fee
Disposal CPG (Trap 2) \$
Energy Fee
Transportation (per hour) \$
Dry Run \$
Line Jetting* \$
Emergency Surcharge Rate
Barrel Vacuum \$
Weekday \$ 400
Additional Person \$
Night / Weekends \$ 550
Washout \$
Other \$
Multi-location Account - See attached pricing schedule
See item 6 of the Conditions of Agreement
* Line jetting services must be performed at the time of pumping.

LES Office Use Only

Customer ID: 404444
Sales Rep: Ken Hale
New Account
Change to existing account
Renewal
Other

Term of Agreement

3 Years
Other:
See item 3 on the Conditions of Agreement

Billing Setup

Consolidated monthly invoice to billing address.
Individual invoice to billing address after each service.
Individual invoice to service address after each service.
Prorated monthly invoice to billing address.

Payment

Credit Card / Debit Card
CC#:
Expr: CCID#:
X
Signature
Invoice due upon receipt
C.O.D
ACH Debit (Checking)

Manifest Signature Release

Your signature appoints LES as your attorney-in-fact for the sole purpose of executing the manifest at future pumping/cleaning and related services to the grease/grit trap(s) at the location(s) identified in the agreement; provided, however, this appointment is only effective when the location personnel are not available to sign the manifest at the time of service and if is is permitted under applicable law.

John P. Thompson, Co. Judge Signature Date 8.11.09

ACCEPTANCE OF AGREEMENT: The above prices, length of contract, specifications and conditions are satisfactory and are hereby accepted. I have read and understand the Conditions of Agreement as listed on the back of this Agreement. Liquid Environmental Solutions is authorized to do the work as specified. The terms and conditions on the reverse side and the service location profile(s) or Customer Account Summary are part of this Agreement. Customer represents, warrants and agrees that the person signing this Agreement on behalf of Customer is authorized to do so and that this Agreement is legally binding on the Customer, its successors and assigns.

Contractor Authorized Signature Ken Hale, Account Executive Date
Print Name and Title

John P. Thompson, Co. Judge Signature Date 8.11.09
Print Name and Title

Conditions of Agreement

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

- 1) **Services.** Customer grants Contractor the exclusive right to collect, transport and dispose of Customer's waste materials, including recyclables (collectively, the "Waste Materials") on the terms described on the face of this Agreement (the "Services") and Contractor agrees to provide such Services.
- 2) **No Enzymes.** Neither Customer 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.
- 3) **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: If either party breaches any material provision of this contract, and such breach is not cured 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 termination date.
- 4) **Payment.** Customer 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. Customer agrees to 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 allowable by law. If Contractor has to engage legal counsel or a collections agency to collect any outstanding balance, Contractor shall be entitled to collect reasonable attorney's fees and/or collections agency fees from Customer.
- 5) **Waste Materials.** Customer warrants 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 Clean 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 liability 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 expressly 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.
- 6) **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 fees will be charged as an additional line item 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/grit trap; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; and acts of God such as floods, fires, etc. Increases in charges 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 Customer either prior to or in conjunction with the first billing statement that reflects the charges.
- 8) **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 notify Contractor of any change in the size and/or type of its 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 reasonably 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), Liquid Environmental Solutions shall be entitled to bill the Customer the normal fee per trap service.
- 14) **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 change 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, traffic delays, road closures, inability to get to trap, compliance with laws or governmental orders, fires 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.
- 18) **Controlling 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 if such documents are signed by representatives of both parties. Any such pre-printed terms or conditions shall be considered null and of no effect.