



1st Choice Grease Service
 RESTAURANT WASTE GREASE REMOVAL
 and Grease Trap Cleaning
 P.O. Box 2089 • New Caney, TX 77357
 832.445.6582

For Office Use Only	
Trap Size:	5000
Permit #:	0
Pending Price:	\$ 969.2

Commercial Cooking Oil/Grease Trap Service Agreement

Name: Polk County Jail ("Customer") Date: 12/8/2022
 Physical Address: 1733 N. Washington Ave Mailing Address: Same
 City: Livingston Zip Code: 77351 Contact/Position: Nicole Fischer Office Manager

936-327-6808

General Terms:

- Customer hereby appoints 1st Choice Grease Service, a corporation with its principal place of business at 289 County Road 3893 East, Cleveland, Texas 77328 exclusively to provide and Company agrees to provide the services described below at the above location and at each location owned and/or operated by Customer. Customer warrants that it is currently under no contract or obligation, whether written or oral, with any other contractor for the provision of the services provided for the Agreement, and that the individual who has signed this Agreement is authorized to do so on Customer's behalf. Any payments due the Company or the Customer shall be mailed to the above address.
- This Agreement shall be for the initial term of 18 months commencing 12/8 2022, and shall automatically be renewed for a further period of one year on the same terms and conditions, including this renewal provision, unless terminated as provided herein. Either the Customer or the Company may terminate this Agreement effective the last day of either the initial term or any renewal period by giving written notice of termination to the other party, at the address indicated above, not less than 60 days prior to the end of the term or renewal period. Either party may terminate this Agreement if the other party materially breaches its duties hereunder and fails to cure such breach within 30 days after written notice thereof from the complaining party.
- Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control (including, but not limited to, strikes, riots, fires, acts of God, or governmental laws, regulations, orders or actions). Customer acknowledges that the Company shall not be liable for any damage to pavement or driving surface resulting from its trucks servicing an agreed upon location.
- Customer agrees that 1st Choice Grease Service is to pump the grease trap for the term of this agreement. Pumping is to occur on A 3 months Call in Bill. Customer understands that the grease trap price is for the 5000 gallon trap size. If the Company measures the grease trap and it is different from the size the Customer stated, the price will be based on actual trap size.
- If Customer fails to pay when due any amount owed to the Company or breaches and fails to cure such breach after notice as provided in this Agreement, Company may, in its sole discretion, without further notice and without obligation of other legal remedies available to the Company, exercise one or more of the following remedies: (i) declare all unpaid obligations under this Agreement immediately due and payable, (ii) terminate this Agreement, (iii) with or without notice or legal process, enter any site of the Customer and remove equipment therefrom, or (iv) offset for any obligation of Customer due to Company under this Agreement against any sums owed to Customer by Company.
- This Agreement contains the entire agreement between the Company and Customer and supersedes all prior arrangements or understandings, whether written or oral, with respect to the subject matter hereof. Customer may not assign this Agreement without the prior written consent of the Company. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and shall be governed by the law of the State of Texas.
- Company will provide the exclusive removal service for all spent cooking oils and shortening ("spent oils"). Customer will provide Company with prior written notice of any operational changes which will have a material adverse effect on the amount, quality, or character of cooking oil to be received by the Company. Upon receipt of such notice, Company may elect, at its sole option, to terminate this Agreement or terminate service to the effected location; and, in the event Customer shall not be deemed to have breached Agreement.
- All the equipment provided by the Company for collection of spent oils ("Equipment") is acknowledged to be and shall remain the property of the Company. The Customer expressly agrees to defend, indemnify and hold harmless the Company from and against any and all claims for loss of or damage to property or injury to or death of person, resulting from or arising in any manner out of Customer's use, operation or possession of the Equipment furnished under this Agreement. The Customer agrees to provide a suitable and secure site for the Equipment and hereby authorizes the Company to enter the Customer's premises to access the Equipment at all reasonable times during the term hereof. It is understood and agreed that all spent oils, once deposited in Company's Equipment, shall become property of Company. However, Company shall only be liable for spent oil actually removed from Customer premises by Company.
- It is agreed by Customer and Company that the actual damages sustained by Company or Customer's breach of the cooking oil removal service provisions of this Agreement are uncertain and difficult to ascertain. It is further agreed that this sum of \$1.00 per day for each location where Company collects spent oil for the remainder of the term of the Agreement is reasonable compensation for such breach. Customer hereby promises to pay upon demand, and Company hereby agrees to accept such sum as liquidated damages and not as penalty in the event of such breach.
- Company agrees to pay Customer 0 cents per pound loss dockage providing the Market is at or above 3.13 cents.

Remarks: 12/12 Trap will be measured/will call if price change.

Customer: Sydney Murphy Company: Alicia Knepp
 Authorized Signature: [Signature] Representative: [Signature]
 Printed: Sydney Murphy Printed: Alicia Knepp

Setup Service beginning on: 12/12

Equipment:	<u>Drum</u>
Code:	<u>0</u>

White Copy: Office

Yellow Copy: Customer