

**TIGER SANITATION, INC.**

- New Business
- Resign

P.O. Box 200143 San Antonio, Texas 78220  
 Office (210) 333-4287 Fax (210) 333-6287  
 NON HAZARDOUS WASTE SERVICE AGREEMENT

Tax I.D. \_\_\_\_\_  
 Term \_\_\_\_\_  
 Effective Date \_\_\_\_\_

**BILLING INFORMATION**

CUSTOMER NAME \_\_\_\_\_  
 BILLING ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 PHONE#/FAX# \_\_\_\_\_  
 EMAIL \_\_\_\_\_

**SERVICE LOCATION INFORMATION**

CUSTOMER NAME \_\_\_\_\_  
 SERVICE ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 PHONE#/FAX# \_\_\_\_\_  
 CONTACT/EMAIL \_\_\_\_\_

**CONTAINER AND SERVICE**

QUANTITY	CONTAINER SIZE	SERVICE FREQUENCY	CASTERS	LOCK BAR	MONTHLY RATE

SCHEDULE OF ADDITIONAL CHARGES		SUBTOTAL	MONTHLY RATE
DELIVERY CHARGE	75	FUEL SURCHARGE	NONE
RELOCATE CHARGE	75	TAX	
EXTRA YARDS	35	TOTAL	
EXTRA PICKUP CHARGE	50		
RESTART CHARGE	100		
CONTAINER EXCHANGE	75		
REMOVAL CHARGE	100		
RENTAL CHARGE			

**SPECIAL INSTRUCTIONS**

\_\_\_\_\_  
 CUSTOMER NAME & TITLE

\_\_\_\_\_  
 TIGER REPRESENTATIVE

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means non-hazardous solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste, as defined by the Texas Commission on Environmental Quality, not approved in writing by Company (collectively, "Excluded Materials"). Customer serviced by Company through front load container service shall also include in Excluded Materials construction and demolition waste, concrete, rock, brick, dirt, sand, stumps, logs, lumber and other wood waste, mattresses, large furniture or appliances, and other bulky non-compactable waste. Title to and liability for Excluded Materials shall remain with Customer at all times, including but not limited to all handling, disposal or remediation costs, fees, fines or penalties incurred, assessed or charged to the Company.

2. **TERM.** ~~X~~ The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of thirty-six (36) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Customer shall provide at least thirty (30) days advance written notice of any changes in the service address and this agreement shall continue in effect as to the new service address unless address is outside the Company's service area.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of outstanding balances due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services in accordance with this Agreement and shall be liable for equipment (including loss, repair, and overages in disposal weight) furnished by Company, and as adjusted hereunder, within thirty (30) days of the date of Company's invoice. Customer shall 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 allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons 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.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment must be agreed to in writing; email, scan, fax and regular mail are acceptable.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload the container in either weight or volume. Container will be considered overloaded if Waste Materials exceed the top lip of the container and/or the lids/doors do not close completely. Container will be considered overweight if it exceeds 275 lbs. per cubic yard. Company reserves the right to conduct weight and/or volume audits and may increase the service charges or discontinue services if Customer's weights or volumes are determined to be noncompliant pursuant to this Agreement. Customer shall not move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear accepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall not be eligible for credit due to failing to provide adequate access. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide adequate access.

Company shall not be responsible for any damage to Customer's property, including but not limited to concrete, pavement, subsurface utilities/pipes, subsurface or curbing, overhead wires or trees resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way for Company's access is sufficient and will endure the weight of Company's equipment and vehicles.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs during the collection or transportation of Customer's Waste Materials, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match offers relating to services similarly provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of such offers and a reasonable opportunity to respond to it.

10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of Texas; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

Customer's Initials: \_\_\_\_\_ Company's Initials: \_\_\_\_\_

TDEM is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of TDEM to claim any exemptions, privileges, and immunities as may be provided by law or the Constitution of the State of Texas.