



Republic Services Disposal Agreement
(Not for Special Waste)

Customer Name : CITY OF LEAGUE CITY
Address : 300 W WALKER ST
City : LEAGUE CITY, TX
Zip Code : 77573
Contact Name: BO BASS
Phone Number: 281-554-1007
FED ID # : PO Number :

Republic Services Landfill Name: NORTH COUNTY LANDFILL
Address :
City :
TX : Zip Code:
Contact Name : Charlie Walker
Phone Number: 713-676-7629

Contract Effective Date: 9/13/2017

Waste Types: STORM C&D

Unit of Measure for Billing : YD
Disposal Fee : \$ \$5.50/YD
Taxes/Host Fees/Charges : \$ \$
Administrative Fee : \$ \$10/MONTH
Environmental Fee : \$ \$16.25/LOAD
Fuel Recovery Fee : \$ Variable (changes first of each month)
Currently 5.38 % of Disposal Fee
Other Fees : \$ _____ / _____, or _____ % of Disposal Fee

Invoice Period :
All Payments Are Net 30 days

Minimum Volume : N/A / Unit of Measure Above / Month/Quarter/Year
Maximum Volume : _____ / Unit of Measure Above / Month/Quarter/Year
True-Up Period for Minimum Volume Calculations: _____ (Month, Quarter, Year)

Special Instructions : NO MANIFESTED OR SPECIAL WASTE—NON INDUSTRIAL
LOCATIONS ONLY
CUSTOMER AGREES TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL
AGREEMENT TERMS AND CONDITIONS"

BY: REPUBLIC SERVICES

Signature

Date

Printed Name

Title

BY: CUSTOMER

Signature

Date

Printed Name

Title

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REPUBLIC SERVICES DISPOSAL AGREEMENT
TERMS AND CONDITIONS

1. Delivery of Acceptable Waste. Hauler shall deliver at least the minimum volume of Acceptable Waste (as defined below) indicated on the cover of this Agreement (the "Minimum Volume") to the landfill indicated on the cover of this Agreement (the "Landfill"). Hauler shall not deliver in excess of the maximum volume of Acceptable Waste indicated on the cover of this Agreement to the Landfill.

2. Delivery Procedures; Operation of the Landfill.

(a) Acceptance of Acceptable Waste. Republic shall have the right in its sole discretion to reject delivery of any waste offered for acceptance by Hauler that does not constitute Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste (as defined below).

(b) Operation of the Landfill/Procedures. Notwithstanding anything in this Agreement to the contrary, Republic Services shall have the right, in its sole discretion, to close the Landfill, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such permanent closure, Republic Services shall have the right to terminate this Agreement. Hauler's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable generally to haulers utilizing the Landfill as Republic Services may modify such procedures from time to time.

(c) Hauler's Compliance with Applicable Laws. Hauler shall collect, transport and deliver waste to the Landfill in compliance with all Applicable Laws and the procedures referenced in Section 2(b).

(d) Title to Waste. Hauler represents and warrants to Republic Services that either Hauler or its customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Hauler to the Landfill. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill by Hauler shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with Hauler or its customer and shall never be deemed to pass to Republic Services.

3. Term. Unless sooner terminated pursuant to Section 6, this Agreement shall commence as of the contract effective date indicated on the cover of this Agreement and shall remain in full force and effect for a period of two years. Upon expiration or termination of this Agreement, the obligations of Hauler to deliver and of Republic Services to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive termination.

4. Disposal Fees.

(a) Fees. Hauler shall pay Republic Services a disposal fee (the "Disposal Fee") for all Acceptable Waste Hauler delivers to the Landfill as set forth on the cover of this Agreement. In addition to the Disposal Fee, Hauler shall pay such fees as Republic Services may impose from time to time by notice to Hauler (including, by way of example only, administrative fees and environmental fees), with Republic Services to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Hauler shall pay Republic Services a fuel recovery fee in the amount shown on each of Republic Services' invoices, which amount Republic Services may increase or decrease from time to time by showing the amount on the invoice. The initial fee amounts for administrative fees, environmental fees, fuel recovery fees and other fees are set forth on the cover of this Agreement, but are subject to change from time to time as described in this Section 4(a).

(b) Payment; Deposit. Republic Services shall transmit an itemized invoice to Hauler of all Disposal Fees and other charges under this Agreement on a periodic basis as indicated on the cover page of this Agreement. Hauler shall pay all invoices within 30 days after receipt of invoice. If Hauler does not make payment by such date, Hauler shall pay a late payment fee in an amount equal to the lesser of (i) the greater of \$5 per month or 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law. Hauler also shall pay a fee of \$50 (which Republic Services may increase from time to time by notice to Hauler) for each check submitted by Hauler that is an insufficient funds check or is returned or dishonored. At any time after Republic Services becomes concerned about Hauler's creditworthiness or after Hauler has made any late payment, Republic Services may request, and if requested Hauler shall pay, a deposit in an amount equal to one month's charges under this Agreement.

(c) Taxes and Other Charges; Cost Increases. In addition to the Disposal Fee, Hauler shall pay all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes/Host Fees/Charges"). The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. In addition, Republic Services shall have the right to increase the Disposal Fee from time to time by the pro rata amount (determined by relative tonnage of Acceptable Waste delivered by Hauler and accepted by Republic Services for processing at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs or capital costs of the Landfill as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Republic Services to Hauler.

(d) CPI Adjustment. In addition to the adjustments described in Section 4(c), the Disposal Fee shall be increased on the first anniversary of this Agreement by the percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All Items, for urban wage earners and clerical workers, 1982-84 = 100 (the "Consumer Price Index"). If the Consumer Price Index ceases to be available, the parties shall use the most closely comparable index then available.

(e) Shortfall Fee. At the end of each true-up period indicated on the cover of this Agreement (the "True-Up Period"), Republic Services shall determine the total volume of Acceptable Waste delivered by Hauler to the Landfill during such True-Up Period. If the total volume of Acceptable Waste delivered during such True-Up Period is less than the volume required to be delivered during such True-Up Period based on the Minimum Volume, Hauler shall pay Republic Services a fee (the "Shortfall Fee") equal to the Disposal Fee multiplied by the volume by which Hauler was deficient during the True-Up Period. Republic Services shall invoice Hauler for, and Hauler shall pay Republic Services, any Shortfall Fee in accordance with Section 4(b).

(f) Price Adjustments. In addition to any other price increases pursuant to this Section 4, Republic Services shall have the right to request an increase in the Disposal Fee, from time to time and for any reason, by giving written notice of the amount and effective date of the increase (the "Price Increase Notice") to Hauler at least 30 days before the effective date of the increase. If Hauler does not object in writing (the "Objection Notice") to the price increase within 30 days after the date of the Price Increase Notice or if Hauler accepts the price increase, the price increase shall go into effect on the date stated in the Price Increase Notice and this Agreement shall be deemed amended accordingly. If Hauler gives an Objection Notice within 30 days after the date of the Price Increase Notice, Republic Services shall have 15 days after receipt of the Objection Notice to determine whether to (i) drop its request for a price increase and have the Agreement continue in full force and effect or (ii) terminate this Agreement effective as of the proposed effective date of the price increase (or any later date specified by Republic Services). If Republic Services does not give notice of this determination within 15 days after receipt of the Objection Notice, Republic Services shall be deemed to have dropped its request for a price increase and the Agreement shall continue in full force and effect.

5. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. Hauler agrees that it shall not deliver any Unacceptable Waste to the Landfill. If Hauler delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Republic Services, as Hauler's agent to cause such separation, with the cost of such separation to be paid by Hauler.

(b) Weighing and Inspection of Waste by Republic Services. Republic Services shall weigh all waste at the Landfill and the weight so determined shall be final and conclusive on both Hauler and Republic Services. Republic Services shall have the right, but not the obligation, to inspect any of Hauler's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Hauler acknowledges and agrees that any failure by Republic Services to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Hauler from its obligation to deliver only Acceptable Waste or from its other obligations under this Section 5.

(c) Rejection of Unacceptable Waste. If Hauler delivers Unacceptable Waste to the Landfill, Republic Services may, in its sole discretion: (i) reject such Unacceptable Waste at Hauler's expense; or (ii) if Republic Services does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Hauler telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Republic Services may, as Hauler's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Hauler all direct and indirect costs incurred due to handling, delivery and disposal of such Unacceptable Waste, unless Hauler otherwise elects to arrange for disposal of the Unacceptable Waste. If Hauler elects to dispose of such Unacceptable Waste, it shall do so within such time period as Republic Services reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If after electing to do so Hauler does not dispose of the Unacceptable Waste within such time period, Republic Services may dispose of such Unacceptable Waste as Hauler's agent, without further notice to Hauler, and Hauler shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic Services to Hauler for Republic Services to dispose of Unacceptable Waste as Hauler's agent in emergency situations where in Republic Services' reasonable judgment a delay in such disposal could constitute a hazard to the Landfill or any person on, about or near the premises.

(d) Definition of Unacceptable Waste. For the purposes of this Agreement, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, dumbility or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

6. Default.

(a) Events of Default. Each of the following shall be an event of default by Hauler under this Agreement: (i) Hauler fails to pay any amount due as and when the same becomes due under this Agreement; or (ii) Hauler fails to perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Hauler specifying the nature of such failure and requesting that it be remedied.

(b) Remedies on Default. Whenever any event of default by Hauler shall have occurred and be continuing, Republic Services shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 6, Republic Services shall have the option to immediately terminate this Agreement unless during such period Hauler has taken remedial steps the effect of which would be to enable Hauler to cure such event of default within an additional 15 day period following the expiration of such grace period; and (ii) if Hauler is then in default, Republic Services shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Hauler until such default is cured or this Agreement is terminated. If Republic Services stops accepting Acceptable Waste, Hauler shall pay Republic Services a service interruption fee in an amount determined by Republic Services in its discretion up to the maximum amount allowed by Applicable Law.

7. Indemnification. Hauler shall indemnify, defend (upon request by Republic Services) and hold harmless Republic Services and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns (the "Republic Services Indemnified Parties") from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding (collectively, "Losses"), whether arising out of a claim or loss or injury to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by or arising out of (a) Hauler's breach of this Agreement, or (b) Hauler's negligence or willful misconduct.

8. Insurance. During the term of this Agreement, Hauler shall maintain the following insurance coverage's:

Workers' Compensation:

Coverage A

Statutory

Coverage B – Employer's Liability

\$1,000,000 each Bodily Injury by Accident

\$1,000,000 policy limit Bodily Injury by Disease

\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability:

Bodily Injury/Property Damage

\$2,000,000

Combined – Single Limit

Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers)

Commercial General Liability:

Bodily Injury/Property Damage

\$2,000,000 each occurrence

Combined – Single Limit

\$3,000,000 general aggregate

Pollution Legal Liability:

\$1,000,000

The insurance carriers providing the coverage required by this Section 8 shall be rated at least A X by A.M. Best. Hauler shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic Services before Hauler delivers any waste to the Landfill pursuant to this Agreement. The Certificates and the insurance policies required by this Section 8 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Republic Services. With the exception of the workers' compensation policy, Republic Services and the Republic Services Indemnified Parties shall be shown as additional insureds under all of the insurance policies required by this Section 8. The policies required by this Section 8 shall be primary and the insurance providers shall agree to waive their rights of subrogation against Republic Services.

9. General.

(a) Independent Contractor. Hauler and Republic Services shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) Assignment; Binding Effect. Hauler may not assign this Agreement without Republic Services' prior written consent, which Republic Services may grant or withhold in its sole discretion. Republic Services may assign this Agreement without the consent of Hauler, and Hauler acknowledges and agrees that any such assignment by Republic Services shall release Republic Services from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(c) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(d) Severability. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not any other.

(f) Waiver of Jury Trial; Attorneys' Fees. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.