

RESIDENTIAL SOLID WASTE COLLECTION CONTRACT

This Residential Solid Waste Collection Contract (the "Contract") is entered into this May 17, 2016, by and between Williamsburg Settlement Maintenance Association (WSMA) (hereinafter referred to as "Customer") and Texas Pride Disposal Solutions LLC, DBA Texas Pride Disposal (hereinafter referred to as "Texas Pride Disposal").

Collection will begin on July 1, 2016 ("Effective Date").

In consideration of the covenants and agreements set out and the payments provided for, Texas Pride Disposal and Customer agree as follows:

1. Contract Amount

Texas Pride Disposal will be paid \$18.15 per home per month for twice-weekly garbage collection and once-weekly recycling collection, based on the house count provided for by the Customer. Collection and monthly billing will be adjusted monthly to exclude stop service accounts based on monthly lists provided by the Customer.

2. Payment

A. For services defined in this Contract, Texas Pride Disposal shall invoice Customer on a monthly basis. Customer agrees to make full payment to Texas Pride Disposal within forty-five (45) days of receipt of Texas Pride Disposal's invoice.

B. Except as otherwise provided by this Contract, the rate of compensation shall remain effective for a period of one (1) year. The rate of compensation shall thereafter be automatically adjusted once each year on the anniversary date of this Contract, and continuing through any and all renewal terms, by 100% of the increase of the most recently published Consumer Price Index - National CPI: CPI-U: U.S. City Average, by Detailed Expenditure Category, Garbage and Trash Collection.

3. Grant of Exclusive Authority

During the term of this Contract, Customer will not contract with any other entity for the purpose of collection and disposal of residential solid waste, garbage, refuse, trash and rubbish within the boundaries of the Customer or any tracts, territories, or areas hereafter annexed or to be acquired by the Customer. Notwithstanding the foregoing, Customer may contract with another entity, as necessary, for dumpster services at the Customer's facilities.

4. Term

A. The initial term of the Contract shall be for a five (5) year period beginning upon the Effective Date of the Contract. The term of this Contract shall be automatically renewed for a one (1) year period unless either party shall give written notice of termination by certified or registered mail, return receipt requested to the other party at least thirty (30) days prior to the

termination of the initial term, or any renewal term. In the event that Texas Pride Disposal does not perform according to the terms of this Agreement, Customer shall have the right to cancel this Agreement, provided Customer shall have first given Texas Pride Disposal thirty (30) days' written notice of Texas Pride Disposal's non-performance. Any such written notice shall be served by certified or registered mail, return receipt requested. If, after the expiration of such thirty day cure period, Customer determines that Texas Pride Disposal is still not complying with the terms of this Agreement, Customer shall have the right in its sole discretion to terminate this Agreement, to be effective thirty days after written notice of its intent to terminate.

B. In addition to the above, Texas Pride Disposal may petition the Customer at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances and regulations; changes in location of disposal sites or changes in disposal charges; and increase in the number of residential units, such as District growth or annexation. Any such rate adjustment must be pre-approved in writing by Customer, in its sole discretion, before becoming effective; if the Customer and Texas Pride Disposal cannot agree to a new rate, either may terminate this contract with thirty (30) days written notice.

5. Right of Assignment

This Contract, as well as the rights hereunder, may be assigned by Texas Pride Disposal, as well as any and all successors at its option but only with prior written approval of the Customer. Customer may terminate the Contract upon such event with thirty (30) days' notice.

6. Work Specifications

A. On each regularly scheduled collection day, Monday and Thursday, Texas Pride Disposal will collect residential refuse and up to five (5) bags of yard waste located near the garage or side-yard gate. Trash must be accessible and visible, or located in a gated enclosure adjacent to the garage area. Residential refuse must be either in personal containers not to exceed ninety-six (96) gallons or bags not exceeding forty (40) pounds. Tree, shrub, and brush trimmings must be piled neatly curbside in individual piles not exceeding three (3) feet in length by three (3) feet in width by three (3) feet in height, and branches may not exceed six (6) inches in diameter, or tied and bundled in 4' lengths each bundle weighing no more than than 50 lbs. This excludes any waste generated as a result of a force majeure. As part of normal collection, Texas Pride Disposal does not pick up dirt, rocks, bricks, concrete, or any materials or items deemed hazardous materials or waste generated by a private contractor. Bulky waste (refrigerators and freezers must be drained of Freon and have a bill to validate such service was performed) will be picked up either scheduled day and must also be located at the curb. For special collection other than normal amounts of residential refuse, yard trimmings, or bulk items (a "Special Collection"), if notified in advance Texas Pride Disposal will meet with the resident prior to collection day to negotiate a price. If a resident does not notify Texas Pride Disposal of such a Special Collection before their scheduled day, then Texas Pride Disposal will leave a notice for the resident to contact Texas Pride Disposal during normal office hours before their next scheduled pick up day. Payment for any Special Collection is the sole responsibility of the individual resident requesting Special Collection and is not an obligation of the Customer. If

notified in advance, Texas Pride Disposal will arrange for garage door or valet service for residents needing special assistance with collection of residential refuse. Any such requests for garage door or valet service should be made directly by the individual resident requesting the service to Texas Pride Disposal.

B. All permanent trash containers, after being emptied by Texas Pride Disposal, will be returned to their point of origin in the same condition in which they were taken, normal wear and tear expected.

C. Texas Pride Disposal shall clean up any spillage that occurs during the collection process; provided, however, that if gasoline, motor oil, cooking oil, paint, or any other liquid items in a garbage container are not seen by Texas Pride Disposal personnel resulting in spillage that causes a stain, Texas Pride Disposal shall not be responsible.

D. Texas Pride Disposal will honor any service suspension list provided and updated by the Customer and adjust the monthly billing to exclude the stop-service accounts as stated in Section 1 above.

7. Recycling

A. Texas Pride Disposal will provide curbside recycling for the Customer. Current items accepted in Texas Pride Disposal's recycling program are defined in EXHIBIT 1 of this contract.

B. Texas Pride Disposal will provide curbside collection services of recyclable material from each residential unit one (1) time per week on Mondays.

C. Texas Pride Disposal reserves the right to add or remove items from accepted recyclable material list based on the market price for commodities and their ability to be sold or processed. Texas Pride Disposal will notify residents of any such changes.

D. Texas Pride Disposal will provide each residence with one (1) 18-gallon recycling container. Recycling services are not limited to the provided container. Recyclables may also be placed in previous hauler's or individual residents' recycling containers, containers labeled 'recycle', bags, or boxes. Additional, lost, or stolen 18-gallon containers can be purchased or replaced for \$12.00 each, 32-gallon containers for \$30.00 each, and 65-gallon containers for \$75.00 each, with such costs to be paid to Texas Pride Disposal directly by the resident.

8. Operation

A. Hours of Operation: Collection of refuse will not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions would be due to unusual circumstances.

B. Holidays: If the scheduled collection day falls on any of the following holidays, the normal services will be resumed the following scheduled collection day. Holidays are: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

C. Complaints: All complaints will be made to Texas Pride Disposal. If a residence is missed due to Texas Pride Disposal's negligence, Texas Pride Disposal will pick up said residence within twenty-four (24) hours of such notice.

D. Office: Texas Pride Disposal can be reached by phone during normal office hours from 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 4:00 p.m. on Friday, or by email at service@texaspridedisposal.com.

9. Force Majeure

The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of a party. Such causes shall include, but not limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; fuel shortages, lack of power or raw materials; judicial or governmental laws, regulations (provided that neither party shall be required to settle a labor dispute against its own best judgment). A missed collection due to causes beyond reasonable control of Customer or Texas Pride Disposal will be collected on the next scheduled pick-up day or as soon as possible when conditions are safe to resume service. Collection of debris and waste generated by a force majeure are not included under the terms and conditions of this Contract. In the event of such circumstances and to the best of its ability, Texas Pride Disposal and the Customer may negotiate collection and rates for such debris and waste.

10. Indemnification

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TEXAS PRIDE DISPOSAL AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD CUSTOMER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, JUDGEMENTS, PENALTIES, LIABILITIES, DEBTS, OR DAMAGES, INCLUDING ALL COSTS, EXPENSES AND ATTORNEYS' FEES THEREOF, OF ANY NATURE, KIND OR DESCRIPTION, RESULTING FROM THE PERFORMANCE OF ITS DUTIES UNDER THE TERMS OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, PERSONNEL FURNISHED BY TEXAS PRIDE DISPOSAL, OR ITS SUPPLIES AND SUBCONTRACTORS OF ANY TIER ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE WORK PERFORMED OR TO BE PERFORMED BY TEXAS PRIDE DISPOSAL, ITS PERSONNEL, AGENTS, SUPPLIERS AND SUBCONTRACTORS (AND THEIR RESPECTIVE PERSONNEL. ALL (1) REGARDLESS OF WHETHER OR NOT CUSTOMER, ITS DIRECTORS OR AGENTS ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN CAUSED BY THE JOINT, CONCURRENT OR SOLE FAULT OR NEGLIGENCE OF CUSTOMER, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, AND (2) REGARDLESS OF WHETHER OR NOT TEXAS PRIDE DISPOSAL, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE NEGLIGENT IN WHOLE OR IN PART AND WHEN

CAUSED BY THE JOINT, CONCURRENT OR SOLE FAULT OR NEGLIGENCE OF TEXAS PRIDE DISPOSAL, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.

11. Licenses

Texas Pride Disposal will, at its expense, obtain all licenses and permits necessary for the performance of Texas Pride Disposal's services as set forth by the Contract. Texas Pride Disposal agrees to comply with all of the existing laws and regulations of the Local, State of Texas, and Federal agencies and any further laws or regulations which may be enacted by same, and agrees to comply with the prescribed or enforced regulations pertaining to the subject matter of the Contract. Waste pursuant to the contract will be deposited at sanitary landfills approved and permitted to operate by the Texas Commission on Environmental Quality and any other applicable regulatory agency as required by applicable laws and regulations.

12. Insurance

Texas Pride Disposal shall obtain and maintain throughout the term of this Contract, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Contract, Texas Pride Disposal shall furnish to Customer certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Texas Pride Disposal, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Texas Pride Disposal shall cause its insurance companies to provide Customer with at least thirty (30) days prior notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. Texas Pride Disposal shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation:

- \$1,000,000 Bodily Injury (Each Accident)
- \$1,000,000 Bodily Injury By Disease (Each Employee)
- \$1,000,000 Bodily Injury By Disease (Policy Limit)

B. General Liability:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$300,000 Damage To Rented Premises (Each Occurrence)
- \$10,000 Medical Expense (Any One Person)

C. Automobile Liability:

- \$1,000,000 Combined Single Limit (Each Accident)

D. Excess Umbrella:

- \$5,000,000 Each Occurrence

\$5,000,000 Aggregate

Customer and the Customer's agents and employees shall be added as additional insured to all coverages required under this Contract, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Contractor shall contain a waiver of subrogation in favor of the Customer and the Customer's agents, and employees with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the customer, and without rights of contribution or recovery against the Customer or from any such other insurance available to the Customer. Texas Pride Disposal and not the Customer shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all the insurance policies required of Texas Pride Disposal. Certificates of insurance acceptable to Customer shall be submitted to Customer prior to the commencement of work.

13. Independent Contractor

Texas Pride Disposal has been retained by Customer for the sole purpose and to the extent set forth in this Contract. Texas Pride Disposal's relationship to Customer during the term of this Contract is that of an independent contractor.

14. Notices

Notices, requests, demands, and other communications hereafter shall be in writing and delivered or mailed prepaid to:

CONTRACTOR:
Texas Pride Disposal
PO Box 1186
Rosenberg, TX 77471

CUSTOMER:
Williamsburg Settlement Maintenance Association
C/O Severn Trent Services
P.O. Box 219223
Houston, TX 77218

15. Governing Law

This Contract shall be construed in accordance with and shall be governed by the laws of the State of Texas. Venue shall be in Fort Bend County, TX.

16. Entire Agreement

This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated herein. This Contract may not be modified except by written instrument signed by both parties. In the event of a conflict between any of the foregoing provisions of the Contract, the former shall be controlling.

Texas Pride Disposal Solutions LLC

By: _____

Title: _____

Printed Name: _____

Date: _____

Williamsburg Settlement Maintenance Association

By: Floyd Ball

Title: BOARD PRESIDENT

Printed Name: FLOYD BALL

Date: MAY 17, 2016

EXHIBIT 1



Recycling Services

Take pride with Texas Pride Disposal!

Curbside Recycle Collection

Material should be placed in the recycling container provided by Texas Pride Disposal. Overflow material may be placed in previous provider's recycling containers, containers that are clearly labeled "RECYCLE", cardboard boxes, or paper bags. Additional containers may be purchased through Texas Pride Disposal.

Texas Pride Disposal also provides recycling stickers for \$5. Residents contact Texas Pride Disposal, we deliver a sticker to the resident, and they adhere it to a container that fits their needs and preference. This method not only saves the district money, but provides a cost-effective alternative for residents who are dedicated to recycling while not forcing them to use a large cart that can be, to some, cumbersome.

Accepted Material

Paper Products																	
	<table border="1"> <tr> <td>Newspaper</td> <td>Catalogs</td> <td>Grocery Bags</td> <td>Egg Cartons</td> </tr> <tr> <td>Junk Mail</td> <td>Wrapping Paper</td> <td>Soda/Beer Boxes</td> <td>Phone Books</td> </tr> <tr> <td>Magazines</td> <td>File Folders</td> <td>Shoe Boxes</td> <td>Paper Towel Rolls</td> </tr> <tr> <td>Envelopes</td> <td>Computer Paper</td> <td>Cardboard Boxes</td> <td>Waxboard Boxes</td> </tr> </table>	Newspaper	Catalogs	Grocery Bags	Egg Cartons	Junk Mail	Wrapping Paper	Soda/Beer Boxes	Phone Books	Magazines	File Folders	Shoe Boxes	Paper Towel Rolls	Envelopes	Computer Paper	Cardboard Boxes	Waxboard Boxes
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Unacceptable Items

Styrofoam	Windows	Ceramics	Mirrors	Soiled Pizza Boxes
Coat Hangers	Light Bulbs	Facial/Toilet Tissue	Soiled Paper	Paper Towels

