



Superior Waste Industries, LLC
Rental Agreement 2023

Service Option Pricing

Disposal Prices	
Construction Debris	
10yd = \$13.00cy 20yd = \$10.00cy	
30yd = \$45.00 per ton (3 ton minimum) 40yd = \$45 per ton (3 ton minimum)	
Overweight Fee any box greater than 10 tons	\$165.00
Dry Run (unable to access or pick up dumpster after requested for pick up)	\$205.00
Unacceptable Waste (Chemicals, Fuels, Oils, Paints, and other hazardous waste)	\$265.00
Tires (each)	\$50.00
Appliances (each)	\$150.00
Overfull or breach of top beam (each occurrence)	\$175.00
Relocation	\$175.00
Hard to Handle Fee	\$85.00
Daily Rental (1 – 10 days)	Free
Daily Rental (after the 10 th day)	\$10.00

SERVICE AND USE AGREEMENT

This Agreement (the "Agreement") confirms the terms of consent regarding dealings, transactions, information, and disclosure, within the terms stipulated herein, by which the company representatives and designated affiliates thereof agree to be bound:

(“Customer”), of registered address:

AND

Superior Waste Industries, LLC. (“Company”), of registered address: 3520 1st Ave. South, Texas City, Texas 77590.

Together herein after called “Parties”, and individually herein after called “Party”, shall conduct business on a going forward basis, subject to the terms hereinbelow.

NOW THEREFORE, it is mutually agreed by and between the Parties hereto as follows:

TERM.

The Term of this Agreement for scheduled and on-call services, shall commence as of the effective date herein referenced below and, unless sooner terminated in accordance with the provisions hereof, shall continue for the longer of 1-month (30) days from the effective date or the duration of all endeavors, deals, transactions, and the like. This Agreement shall automatically renew under the terms herein unless agreed upon in writing by the Parties here to

For all temporary services, the term shall begin on the effective date and continue through the final lift of the temporary dumpster/container(s).

SCOPE OF SERVICES.

Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the SWI Master Services Agreement ("Services Agreement") which is attached hereto and incorporated herein for all purposes. Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall only acquire title to conforming Waste Materials when said Waste Materials are collected, loaded on the truck or received by Company.

PAYMENT AND CHARGES.

Customer shall pay Company all rates, fees, taxes and other amounts payable under this Agreement for services ("Charges") within 10 days after the date of Company's invoice or in compliance with payment terms as set out in the Services Agreement. Any invoiced amounts not received by their due date are subject to a late payment fee in the amount of \$25.00 as such amount is allowed by Applicable Law. Any payment returned for insufficient funds is subject to an insufficient funds fee in the amount of \$35.00 as such amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are reasonable charges for late or insufficient payments. If indicated in the Services Agreement, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF"), a recycling processing charge ("RPC") or any, and all, other applicable fees in the amounts shown for each on Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and dumpster/container delivery, relocation, removal and exchange, and other additional services not listed in the Services Agreement. The rates set forth in the Services Agreement do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

DEPOSIT REQUIRED.

If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months Charges under this Agreement as such may be allowed by Applicable Law.

ADJUSTMENTS TO CHARGES.

Notwithstanding any information contained in the Services Agreement, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased transportation costs; (b) costs or fees due to the inclusion of Excluded Waste and/or contamination; (c) decreased value of Recyclable Material or changes in commodity markets; or (d) actual Services or equipment that differ from those listed in the Services Agreement. Company may also increase Charges for any other reason with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

HAZARDOUS OR UNACCEPTABLE WASTE.

Hazardous or unacceptable waste includes, but is not limited to, the following, electronics, TVs, computers, tires, wet paint, liquids of any kind, gas cylinders, propane tanks, any items containing Freon, creosote timbers, ashes, chemicals and any, and all, other items now deemed or to later be deemed hazardous or unacceptable. Please see Company's Unacceptable Materials section on its website for a more complete list. Such Unacceptable Materials section listed on the website is hereby made a part of this Agreement for all purposes.

FEES FOR HAZARDOUS OR UNACCEPTABLE WASTE.

If a dumpster/container is discovered to contain any hazardous or unacceptable waste either upon pickup of waste at Customer's site or disposal of waste at the landfill, there will be an additional charge of \$265.00 plus any, and all, fees, penalties and charges related to such hazardous or unacceptable waste pickup due to load requiring disposal at a Type I landfill. Further, any such fees, charges, penalties or other expense incurred by Company and paid by Customer shall not invalidate any other charges, liabilities or responsibilities contained in any provision of this Agreement.

DIRT/CONCRETE MAXIMUM WEIGHT.

Company can only haul a maximum of 10 yards of dirt or concrete in any size dumpster/container. Any amount exceeding 10 yards will cause a dumpster/container to be overweight and unlawful to transport according to Applicable Law. Therefore, Customer must take this into consideration when acquiring a dumpster/container, or dumpsters/containers, and fill said dumpster/container, or dumpsters/containers, accordingly. Customer shall be charged for any, and all, overweight dumpsters/containers as specified in the Overweight Tickets section below.

OVERWEIGHT TICKETS.

Customer shall be charged by Company for any, and all, overweight dumpsters/containers. Additionally, Customer shall be responsible for any, and all, fees or

assessments charged to Company for transporting any overweight dumpsters/containers.

RESPONSIBILITY FOR EQUIPMENT; ACCESS.

Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If a Company dumpster/container is moved from Customer's site or location by anyone other than Company, Customer agrees to pay Company \$175.00 per moved dumpster/container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its dumpster/container. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access which said fee will be detailed on Company's invoice to Customer. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's site or location.

SUSPENSION; TERMINATION.

If any amount due from Customer is not paid within 30 days after the date of Company's invoice, Company may, without notice, and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount of \$275.00 or up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach.

LIQUIDATED DAMAGES.

If Customer terminates this Agreement before its expiration for any reason other than Company's material breach, or if Company terminates this Agreement due to Customer's non-payment, Customer shall pay Company an amount equal to the average Charges to Customer from Customer's last 4 invoices multiplied by the lesser of (a) six months or (b) the total number of months remaining under the Term of this Agreement. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is agreed by the Parties hereto to be reasonable. Any amount payable under this paragraph shall be in addition to amounts already due and owing under this Agreement.

RIGHT OF FIRST REFUSAL

Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during the Term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance by Customer.

RECYCLABLE MATERIAL.

If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Material and not place items in any recycling dumpster/container that may make the Recyclable Material unsuitable for recycling or decrease the value of the Recyclable Material. Customer agrees that Company in its sole discretion may determine whether any load of Recyclable Material is contaminated and may refuse to collect it without penalty or breach of this agreement or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

ROLL-OFF.

The term roll-off shall include, but not be limited, any item placed on Customer's site or location used for the purpose of collection of waste. Company may charge rent or a minimum lift charge if a roll-off dumpster/container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility; (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off and shall not exceed three feet in depth; (c) Customer shall not load materials above the top of the roll-off; (d) Customer shall close and latch the back door of the roll-off before service because the driver cannot load a roll-off with an open or unlatched back door; (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee as described below for each attempted trip where hauling does not occur; (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties or damages incurred by Company due to the overloaded roll-off.

DRY RUN FEE.

If Company is unable to transport a dumpster/container due to unacceptable waste, improper load (overloaded-over top of beam/overweight), inaccessibility, or weather conditions (e.g., too wet), a \$195.00 per load as a dry run fee will be charged by.

EQUIPMENT RENTAL.

Rented equipment shall always remain at Customer's site or location, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in, or to, the equipment or move, or relocate, the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the site or location to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Customer agrees that the installation of the equipment is for the primary benefit of Company to provide services and that Company has the right at any time, and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE.

Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible the costs of repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment by Customer. After the equipment is installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment, or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for: (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations; (b) providing the necessary electrical power to operate the equipment; and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS.

Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's and Company's instructions, and shall not allow the equipment to be used by any person other than Customer's employees without Company's written consent. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Laws. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free

from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired.

DISCLAIMER OF WARRANTIES; DAMAGES.

COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES. THEREFORE, COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

INDEMNITY.

COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY LOSSES TO THE EXTENT ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; OR (B) COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING FROM (A) CUSTOMER'S BREACH OF THIS AGREEMENT; (B) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) EXCLUDED WASTE CONTAINED IN CUSTOMER'S WASTE MATERIAL; AND (D) CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.

ASSIGNMENT.

The Parties hereto agree that this Agreement shall not be assigned without prior written consent, which such consent shall not unreasonably withhold.

BINDING EFFECT.

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns, as well as their affiliates, subsidiaries, stockholders, partners, co-venturers, trading partners, associated organizations, or any partially owned or wholly owned entities that the members of the Parties hereto shall be a part of.

ENTIRE AGREEMENT.

This Agreement supersedes all previous agreements, whether written, electronic, or oral, relating to the Parties hereto. This Agreement reflects the Parties' understandings in this matter, and neither shall rely on other representations, understandings, or agreements, whether written, electronic, or oral, which are not specifically embodied in this Agreement.

AMENDMENT.

This Agreement may not be amended, modified or altered unless the same is done so in writing and executed by all the Parties hereto.

NOTICES AND CONSENTS.

Any, and all, notices and consents to be given hereunder may be given either by personal delivery in writing or by mail, registered or certified, postage prepaid, return receipt requested, addressed to the Parties at their respective addresses as set forth in this Agreement or at such addresses as the Parties hereto may otherwise specify in writing.

INVALID PROVISIONS.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Terms and Provisions hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and such severability shall in no way affect the remaining covenants, clauses or provisions of this Agreement, which shall remain in full force and effect for the Term provided for herein.

WAIVER.

The waiver by any Party hereto of a breach of any term or provision of this Agreement by any other Party hereto shall not operate or be construed as a waiver of a subsequent breach of the same provision by any Party hereto or of the breach of any other term or provision of this Agreement. Additionally, the Parties hereby reserve the right to waive any such breach by another of the Party's of any covenant and/or provision hereto without prejudice to the

enforcement of any future breach, at the discretion of the Party who previously waived any breach hereto.

MULTIPLE ORIGINALS.

This Agreement may be executed in duplicate originals. All such duplicate originals when taken together shall be considered and construed as one original document, and when taken together shall comprise an original document.

GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with The Laws of the State of Texas. Any litigation shall be filed and heard in the District Courts of Galveston County, Texas.

DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.

The Parties hereto agree as follows: (a) Except for Excluded Claims (defined below), Customer and Company agree that any, and all, existing or future controversy or claim between them arising out of, or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof; (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates.

The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

REMEDIES.

Notwithstanding the aforementioned, the remedies accorded herein or otherwise available to the Parties shall be cumulative and no one such remedy shall be exclusive of any other remedy. Further the exercise of any one remedy shall not preclude the exercise nor be deemed a waiver of any other remedy, nor shall the specification of any remedy exclude or be deemed to be a waiver of any right or remedy of law, or in equity which may be available to either Party including any rights to damages, injunctive relief, or other relief available at law.

ELECTRONIC SIGNATURE.

The Parties hereto agree that this Agreement may be signed electronically and that such electronic signature shall be effective in binding the Party executing such electronic signature to all of the terms of this Agreement and any, and all, of its related and referenced sections and attachments.

SIGNING PARTIES.

The signatories hereto, by their signatures, whether wet or electronic, acknowledge that they have read the foregoing Agreement and, that they have full and complete authority to execute this Agreement for and in the name of the Party for which they have given their signature. All signatories will be bound as individuals as well as organizations as defined above as the Parties for and during the Term of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives. The effective date of this Agreement is -
