



FRONTIER WASTE - MCKINNEY
PO BOX 647019
DALLAS, TX 75264-7019
(469) 444-1555

Service Agreement
ID: 39262

"Your best option for locally owned waste hauling. No corporate attitude, only local gratitude."

Customer Account Info

ORION MCKINNEY

Customer Name

POBOX 3608

Address

OAK BROOK

IL

60522-3608

City

State

Postal Code

Phone _____

Contact Name _____

Email _____

Alexis Garza

Sales Representative Name

(361) 289-5588

axgarza@frontierwaste.com

Phone

Email

Oct 1, 2024

Oct 1, 2024

Effective Date

Delivery Date

Services and Rates

239522001 ORION MCKINNEY - 2580 COLLIN MCKINNEY PKWY, MCKINNEY, TX

Qty	Service Type	Frequency	Service Rate
8	08 Yard FL Trash Service	3x per week	2,157.84 per month
8	08 Yard Trash Disposal 3XW		1,789.44 per month
2	10 Yard FL Trash Service	3x per week	770.06 per month
2	10 Yard Trash Disposal 3XW		529.38 per month
8	Enclosure - Comm		416.00 per month
2	Enclosure - Comm		104.00 per month
1	Admin Fee		1.00 per month
Total			\$5,767.72

Comments

Plus, city's 5% franchise fee and taxes

Terms and Conditions on the following pages are part of this agreement

SIGNATORIES OF THIS AGREEMENT HAVE THE AUTHORITY TO BIND THEIR RESPECTIVE COMPANIES:

Customer and Contractor agree each has authority to bind their respective company, corporate, or partnership as the case may be, or themselves personally if not signing as a corporation or partnership and Customer shall pay all reasonable attorney fees incurred by Contractor in enforcing provisions of this service agreement. This service agreement would go into effect upon the termination of any contract or existing agreement with any other hauler.

Customer

Authorized Signature _____

Printed Name _____

Title _____ Date _____

Contractor: Frontier Waste Solutions

Authorized Signature _____

Printed Name _____

Title _____ Date _____

SERVICES RENDERED: Frontier Waste Solutions ("Frontier") agrees to furnish to Customer the specified solid waste collection, recycling, and/or disposal services and equipment and Customer agrees to make payments for the services and equipment as provided for herein and abide by the terms and conditions of this agreement.

TERMS: Customer agrees that Frontier shall have exclusive right to collect, recycle and/or dispose of waste materials pursuant to this agreement for an initial term of 1 month(s) from the effective date of service, and shall continue indefinitely thereafter, renewing in 1 month(s) increments upon its anniversary date, unless terminated by either party via certified mail no fewer than ninety days prior to the anniversary date. Temporary roll-off service is month to month.

BINDING EFFECT: This agreement is a legally binding contract on the part of both Frontier and Customer and their respective heirs, successors and assigns in accordance with the terms and conditions set out herein.

WASTE MATERIALS: The waste material to be collected and disposed of by Frontier pursuant to this agreement is solid waste generated by Customer, excluding radioactive, volatile, highly flammable, explosive, biomedical, toxic or hazardous materials. The term "hazardous materials" shall include, but is not limited to, any amount of waste listed or characterized as hazardous or prohibited by any of the United States Environmental Protection Agency, the Texas Commission on Environmental Quality, or any other applicable federal, state or local agency. Frontier shall not acquire title to the waste excluded above and any such waste shall remain with Customer, and Customer expressly agrees to defend, indemnify and hold harmless the Frontier from and against any and all damages, penalties, fines, and liabilities resulting from or arising out of any attempt to dispose of such waste excluded above.

CUSTOMER'S RESPONSIBILITY: Customer shall be responsible for all loss or damage to the equipment provided by Frontier (the "Equipment"), other than normal wear and tear and except for loss or damage resulting from Frontier's handling of the Equipment when providing its services hereunder. Customer shall not overload or move the Equipment or make any alterations or improvements to the Equipment and shall use the Equipment only for proper purposes for which it is intended. Customer agrees to indemnify, defend and hold harmless Frontier against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damages to property arising out of the use, operation or possession of the Equipment, breach of this agreement, or negligent act or omission, or willful misconduct by Customer or its employees, agents or contractors. Customer warrants that its right of way is sufficient to bear the weight of Frontier's equipment and vehicles and that the Frontier shall not be liable for any damages to pavement, curbing, or driving surface resulting from its trucks servicing Customer's agreed upon area.

COLLECTIONS: On collection day(s), Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, Customer will be notified, and any additional collections service or attempt to provide such service shall be charged as an extra pick up. Customer shall pay, if charged by Frontier, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access.

CHARGES AND PAYMENTS: Customer shall pay Frontier for services provided by Frontier in accordance with the Schedule of Charges shown. Customer shall be liable for all taxes, fees or other charges imposed upon the disposal of Customer's waste materials by federal, state or local laws and regulations. Payment shall be made by Customer within ten (10) days after receipt of an invoice from Frontier. In the event any payment is not made when due, Frontier, at its sole option, may, at any time, terminate this agreement on notice to Customer and recover any equipment provided to Customer hereunder. Frontier may impose, and Customer agrees to pay, a late fee of 1.5% per month or, if less, the maximum rate allowed by applicable law for all past due payments.

RATE ADJUSTMENTS: Frontier reserves the right to adjust its rates based upon increases in landfill rates and/or increased costs of transportation to an alternate landfill, increases in fuel prices, and increases in other operating costs necessarily incurred to provide the specified services. Rate acceptance shall be evidenced by the practices and actions of the parties. Frontier will endeavor to notify Customer of any such rate adjustments.

OVERWEIGHT ROLL-OFF CONTAINERS: Customer shall not overload roll-off containers provided by Frontier. In the event an overweight fine is assessed against Frontier by a state or local authority as a result of transporting a roll-off container loaded by Customer, Customer agrees to reimburse Frontier the cost of such overweight fine.

LIQUIDATED DAMAGES: In the event the Customer terminates this agreement other than as provided above, Customer shall pay to Frontier a sum as liquidated damages calculated by multiplying the average of the past twelve months' invoices by six or, if the Customer has not been serviced by Frontier for at least twelve months, Customer's most recent monthly total charge multiplied by six. The Customer acknowledges that the actual damages to Frontier in the event of early termination is difficult to prove or remedy, and the foregoing liquidated damages amount is a reasonable and justified fee for Customer to be relieved of its contractual obligations. Liquidated damages are not to be construed as a penalty.