

Proposal Terms and Conditions

TAS ENVIRONMENTAL SERVICES, LP
3929 California Parkway E.
Fort Worth, Texas 76119 (Tarrant County)
Phone 817-535-7222
service@taslp.com

1. **ENGAGEMENT AND AUTHORIZATION.** (a) Customer acting by and through its **authorized agent** hereby engages and authorizes TAS Environmental Services, L.P., and its affiliate companies, ("TAS") to provide services, labor, equipment, supplies and materials to control, contain, clean-up and/or provide related services in connection with the project described above in accordance with written and number TAS Environmental Services, LP Proposal. **All terms and conditions contained herein apply to and govern ALL WORK PERFORMED BY TAS FOR THE CUSTOMER, including but not limited to the date, address, and scope of work set out above, if a TAS Master Services Agreement is not fully executed by both TAS and Customer at the time service is provided.** (b) The Parties further acknowledge that Customer personnel may authorize services be performed by TAS based on an oral order, which may or may not be confirmed with a written purchase order, service order, change order or other work authorization. It is the Parties' intent that TAS shall provide services based upon such oral order(s) and that Customer be bound by the terms and conditions of this Agreement with regard to the Customer's oral orders. (c) To the extent practicable, Customer shall prepare and sign one or more purchase, service and/or change orders describing in detail the scope of the services to be performed and the names of the designated representatives for Customer and TAS. Such purchase and/or service order or change orders shall be consistent with oral orders communicated by Customer to TAS. Change orders may be initiated by either Customer or TAS whenever the scope of the services is materially modified. Such purchase, service and/or change order or orders shall become an integral component of this Agreement. Whenever feasible, if the Parties subsequently agree to modify the scope of the services they shall, within (5) five calendar days of such agreement, sign a written amendment to the purchase or service order(s). Customer acknowledges that (1) TAS shall perform services based on Customer's oral authorizations and the scope of such oral authorization includes purchase, service and change orders as well as the original authorization to commence the performance of services; and (2) Customer is bound by the terms and conditions of this Agreement with regard to the Customer's oral orders.
2. **ESTIMATES.** Upon written request from Customer, TAS will make its best efforts to provide an estimate for costs of contemplated services for budgetary purposes only. Estimates are based upon information made available at the time the estimate is prepared and are not a guarantee of final cost for services. No estimate is intended to be nor should be relied upon as a firm final cost; and Customer understands and agrees that total project cost may change substantially due to unknown or unanticipated factors. Customer acknowledges the inexact nature of any estimate provided and understands and agrees that Customer will not rely on or claim that any estimate is a firm price quote.
3. **COMPENSATION.** Customer agrees to pay TAS for all services rendered pursuant to this Agreement in accordance with the pricing contained in TAS's Response Rate Schedule in effect at the time that services are performed, which may change from time to time, or pursuant to the pricing specified in the Proposal # listed in 1. above. Customer hereby authorizes TAS to provide such services, labor, equipment, supplies and materials as TAS deems necessary to properly complete the work requested; and Customer agrees to fully cooperate with TAS in the performance of the work to completion. Customer acknowledges and agrees that Customer has been provided with a copy of the TAS Response Rate Schedule and that the rates are reasonable for the services to be provided. Customer can obtain TAS's current Response Rate Schedule by contacting CONTRACTOR at (888) 654 0111 between 7:30 AM and 4:30 PM Central Standard Time. The time and materials basis for compensation encompasses portal to portal and includes all mobilization of personnel and equipment and all de-mobilization activities including decontamination, cleaning, and restocking. **Customer agrees to pay amounts invoiced by TAS in full within 30 days after the invoice date at P.O. Box 173803, Arlington, Texas 76003 or via EFT, ACH or credit card with remittance to accounting@taslp.com.** Customer acknowledges and agrees that transportation charges and decontamination and/or disposal charges may appear in one or more invoices. Customer further agrees that interest shall accrue and will be paid to TAS at the rate of 1-1/2% per month (18% per annum) or the maximum amount allowed by law, whichever is greater, on invoice balances not paid within thirty (14) days of the invoice date. Customer agrees to pay TAS all reasonable attorney's fees, expert witness fees, collection fees, costs and expenses incurred by TAS in any legal action brought to collect unpaid invoice balances owed by Customer to TAS or to enforce this Agreement.
4. **RETAINER AND CREDIT CARD BILLING AUTHORIZATION.** TAS reserves the right to require a retainer in an amount to be determined during the initial response or at any time subsequent to commencement of operations and, in its discretion, may suspend operations until such retainer has been provided. If, as a condition of TAS's initiating services, Customer has provided a credit card for billing of a retainer or as other security for the services to be rendered by TAS, Customer hereby authorizes TAS to bill any and all outstanding balances, inclusive of finance charges, fees, and costs to such credit card account; and agrees that Customer will pay such charges in accordance with the issuing bank cardholder agreement.
5. **CUSTOMER RESPONSIBILITIES AND DUTIES.** Customer agrees that Customer is responsible and liable for paying TAS for all charges incurred. Customer guarantees timely payment to TAS regardless of whether Customer contends or may contend that any third-party person or entity is responsible or liable, in whole or in part, including but not limited to any insurance carrier of Customer. Customer assumes full responsibility for communicating with Customer's insurance carrier and hereby releases and holds harmless TAS from communicating in any manner with Customer's insurance carrier. Customer agrees that any partial payment to TAS for the charges incurred, including from a third-party person or entity such as Customer's insurance carrier, will not relieve Customer of the obligation to pay the full balance due, including finance charges accrued, collection agency fees, attorney's fees and costs and/or expert witness fees and costs. Customer agrees to immediately notify TAS of any changes to Customer's name and/or addresses and/or phone numbers.

6. **IDENTITY OF MATERIALS HANDLED.** Customer shall accurately identify to TAS all materials and wastes to be handled, transported, contained, disposed of, or which are otherwise involved in the project that is the subject of this Agreement. When available, Customer shall provide information to TAS that is known or knowable to Customer concerning all possible dangers and hazards in handling such waste or materials. In the event the waste or material differs from the identity, characteristics, or analysis as presented by Customer to TAS, the Customer shall bear all costs and analysis and to correct the handling, containment, transportation, decontamination, remediation and/or disposal of such re-identified waste or material; to repair or replace damaged equipment; to cover medical, regulatory, and/or legal expenses; and to reimburse TAS for any and all other expenses that TAS may incur due to such misrepresentation regarding the identity of the materials or waste, regardless of whether such misrepresentation by Customer was negligent or otherwise. In addition, Customer shall reimburse and indemnify TAS for any and all other expenses (including fines and penalties) that TAS may incur due to such misidentification and/or misrepresentation regarding the identity or characterization of the materials or waste, regardless of whether such misrepresentation by Customer was negligent, unavoidable or otherwise.

7. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** Nothing contained in this Agreement shall be construed or interpreted as meaning or requiring that TAS is to assume the status of a generator, storer, treater, or disposal facility as those terms appear within the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., ("CERCLA"), the Resource Conservation and Recovery Act, 42 USCA § 6901 et seq. as amended (hereinafter "RCRA") or within any Federal, State, or local statute or regulation governing the treatment, storage, and disposal of Hazardous Materials, Waste, or other materials. Customer assumes all responsibility for compliance with the provisions of CERCLA, RCRA and any Federal, State, or local laws, ordinances or regulations governing the treatment, storage, and disposal of Hazardous Materials, Hazardous Waste, Hazardous Substances or other materials. In no event will TAS take title to any Hazardous Materials, Hazardous Waste, or other materials, unless otherwise agreed to in writing. Customer fully agrees that this authorization in no way obligates TAS to satisfy any local, State or Federal regulatory reporting requirements that may apply to this event. Customer agrees that Customer alone retains the responsibility to provide notification of the event and the nature, quantities, age, and chemical composition of all waste and materials involved in the event, to appropriate local, State or Federal public agencies as required by law; or otherwise of any information that may be necessary to prevent any danger to health, safety, or the environment.

8. **DISCLAIMER OF WARRANTIES.** TAS MAKES NO WARRANTIES AS TO ANY SERVICES OR MATERIALS TO BE PROVIDED EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT; AND ALL WARRANTIES WHETHER IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY TAS.

9. **INDEMNIFICATION.** REGARDLESS OF CAUSE AND IN CONSIDERATION FOR TAS PROVIDING RESPONSE SERVICES IN CONNECTION WITH ACTIVITIES ENGAGED IN BY CUSTOMER OR ITS AGENTS, ASSIGNS, EMPLOYEES AND REPRESENTATIVES, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TAS FROM AND AGAINST ANY AND ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER BROUGHT OR ASSERTED IN ANY MANNER AGAINST TAS, AND/OR ITS EMPLOYEES, OFFICERS, DIRECTORS, OWNERS, AGENTS, AND CONTRACTORS, (COLLECTIVELY "AFFILIATES") BY ANY PERSON OR ENTITY (WHETHER BY THIRD PARTIES AND/OR BY CUSTOMER AND CUSTOMER'S AGENTS, REPRESENTATIVES, OFFICERS, EMPLOYEES AND ASSIGNS) THAT ARISE DIRECTLY OR INDIRECTLY OUT OF TAS'S PERFORMANCE OF THE WORK AND/OR PRESENCE AT THE WORKSITE WHICH CLAIMS SHALL INCLUDE, BY WAY OF EXAMPLE BUT NOT BY WAY OF LIMITATION, LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING ATTORNEY'S FEES, EXPERT WITNESS FEES AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE AND WHETHER FOR TRESPASS, DAMAGE OR INJURY TO PROPERTY (INCLUDING SUBSURFACE AND EASEMENT) OR INJURY OR DEATH OF PERSONNEL, AND INCLUDING BUT NOT LIMITED TO ANY VIOLATIONS OR ALLEGED VIOLATIONS BY THE CUSTOMER OF THE RESOURCE CONSERVATION AND RECOVERY ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE TOXIC SUBSTANCES CONTROL ACT, THE CLEAN WATER ACT, AND OTHER ENVIRONMENTAL LAWS, RULES AND REGULATIONS GOVERNING HAZARDOUS OR NON-HAZARDOUS SUBSTANCES, WASTES OR MATERIALS AND RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER AGREES TO DEFEND ALL ASSERTED CLAIMS AGAINST TAS AND/OR ITS AFFILIATES REGARDLESS OF CAUSE OR ALLEGED NEGLIGENCE OF TAS AND/OR ITS AFFILIATES, OR CUSTOMER, AT CUSTOMER'S EXPENSE.

10. **Consequential Damages.** Neither Party shall be liable for consequential damages

11. **INSURANCE.** CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT CUSTOMER CARRIES INSURANCE IN PROPER COVERAGES AND SUFFICIENT AMOUNTS IN ORDER TO SATISFY CUSTOMER'S OBLIGATIONS FOR DEFENSE AND INDEMNITY OF TAS AND/OR IT'S AFFILIATES AND AGREES TO PROVIDE A CERTIFICATE OF CUSTOMER'S INSURANCE TO TAS UPON REQUEST. CUSTOMER AGREES THAT THESE INSURANCE OBLIGATIONS SHALL SUPPORT BUT SHALL NOT IN ANY WAY LIMIT THE DEFENSE AND INDEMNITY OBLIGATIONS OF CUSTOMER AS SET FORTH HEREIN.

12. **GOVERNING LAW AND VENUE.** The parties agree that interpretation and enforcement of this Agreement and the contents herein are to be interpreted pursuant to the laws of the State of Texas (without reference to the laws of another state). The parties further agree that venue in Tarrant County, Texas is proper and any suit regarding this agreement shall be filed in Tarrant County, Texas. The parties expressly consent to the personal jurisdiction and venue of the State and Federal courts located in Tarrant County, Texas for adjudication of any claim or dispute arising under this Agreement or otherwise occurring between the parties in any manner relating to this Agreement.

13. **TEXAS LAW.** Lessee acknowledges Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible.