



Contractor: Liberty Tire Recycling, LLC doing business  
in Texas as Liberty Texas Tire Recycling,  
LLC  
580 Gilco Road  
Midlothian, TX 76065  
Phone: 877.865.2253  
Fax: 817.205.0544

### ROUTE SERVICE AGREEMENT

Customer Status: ☒ New Customer ☐ Existing-New Contract ☐ Existing-Contract Renewal ☐ Price Change ☐ Service Change

Contract Customer / Invoice to: \_\_\_\_\_ Customer Account Number: \_\_\_\_\_

Customer Name: Panola County FEIN No.: \_\_\_\_\_

Address: 1121 E Savino St

City and State: Carthage, TX Zip Code: 75633

County: \_\_\_\_\_

Phone Number: 903-693-3763 Fax Number: \_\_\_\_\_

E-Mail Address: molanie.curlo@co.panola.tx.us

Check One: Proprietor ☐ Partnership ☐ Corp ☒ State of Incorporation: Texas

Name of Principal: Melanie Title: manager

Service: Collection, loading, transportation, processing, recycling and/or disposal of Customer's used tires.

#### Service Location:

Location Name: same

Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Service Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Effective Date of Service: upon signature Term: 36 Estimated Volume: \_\_\_\_\_ PTE per month

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

Passenger Tires:	\$ 3.00 per tire	Passenger Tire w/ Rim:	\$ 7.00 per tire
Light Truck Tires:	\$ 3.00 per tire	Light Truck Tires w/Rim:	\$ 7.00 per tire
Large Truck Tires:	\$ 10.00 per tire	Large Truck Tire w/ Rim:	\$ 22.00 per tire
Super single/duplex Tires:	\$ 22.00 per tire	Other:	\$ per tire

Agricultural Tires:		Other:	\$ per tire
Small: 0-75 lbs.	\$ 55.00 per tire	Other:	\$ per tire
Medium: 76-150 lbs.	\$ 75.00 per tire	Other:	\$ per tire
Large: 151-225 lbs.	\$ 150.00 per tire	Minimum Fee:	\$ 75.00 per visit
X-Large: 225-300 lbs.	\$ 300.00 per tire		
300+ lbs.	\$ 650.00 per TON		

Billing Terms: ☐ COD ☒ Credit

(Customer to initial below)

#### Special Conditions:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Customer Signature: [Signature] Date: 5-15-18

Print Customer Name and Title: Panola County Clerk Ann Jones County Judge

Contractor Signature: [Signature] Date: \_\_\_\_\_

Print Contractor Name and Title: Tiffany Hubbard- Southwest Sales

Service Type (select one): <input checked="" type="checkbox"/> On Call <input type="checkbox"/> Schedule	Service Frequency (select one): If weekly, estimated collections per week: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 If not weekly, then every: <input type="checkbox"/> 2wks <input type="checkbox"/> 3wks <input type="checkbox"/> 4wks <input type="checkbox"/> 5wks <input type="checkbox"/> 6wks <input type="checkbox"/> Other: _____ Route # if known: _____
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## GENERAL CONDITIONS OF ROUTE SERVICE AGREEMENT

Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") hereby warrants to Customer that all Used Tires collected from Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. **Term.** The initial term of this Agreement shall be thirty-six (36) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial thirty-six (36) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its used tires or used tires (collectively, "Used Tires") due to discontinuance of its business or relocation outside the area in which Contractor provides Service, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, a sum calculated as follows: (i) if the remaining Term of this Agreement is twenty-four (24) or more months, Customer shall pay the average of its past monthly charges multiplied by twenty-four (24); or (ii) if the remaining Term of this Agreement is less than twenty-four (24) months, Customer shall pay the average of its past monthly charges multiplied by the number of months remaining in the Term.

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services, including without limitation, the collection, loading, transportation, processing, recycling, resale, and/or disposal of Used Tires (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. Customer shall pay Contractor for Used Tires collected at the time Service is rendered unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including without limitation reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. **Fuel Surcharge.** Contractor may impose a fuel surcharge in the event the cost of diesel fuel increases at any time, or from time to time, during the Term. The fuel surcharge shall be calculated based on increases in the cost of diesel fuel as published by the Energy Information Administration of the US Department of Energy ([www.eia.doe.gov](http://www.eia.doe.gov)) ("EIA") as determined by Contractor at any time, or from time to time, during the Term of this Agreement over a base cost of \$1.20 per gallon (the "Fuel Surcharge Percentage"). The resulting Fuel Charge Percentage shall be multiplied by the aggregate of Customer's billed Service Fees and other charges for the period determined by Contractor in order to determine the amount of such fuel surcharge. The fuel surcharge as of the date of execution of this Agreement shall be the percentage set forth on page 1 of this Agreement, and may be increased or decreased at any time, or from time to time, by the Contractor as necessary and appropriate.

5. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the collection, transportation, processing, recycling and/or disposal of Customer's Used Tires.

6. **Designated Collection Area.** Customer shall designate an area within its premises for the accumulation of Used Tires to be collected by Contractor (the "Designated Area"). The Designated Area shall be readily accessible by Contractor's vehicle; Contractor's personnel shall not be required to lift or carry the Used Tires except when loading Contractor's vehicle; and Contractor shall not be responsible for the inadvertent collection of new, adjustment and/or other tires not intended for removal which are located in the general proximity of the Designated Area.

7. **Used Tires.** Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a "destroy only" obligation. Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. It is understood and agreed that Contractor shall not collect any split or chopped tires, solid rubber tires, baked tires, tires containing a heavy accumulation of dirt, or tires exceeding 54 inches in height or 16 inches in width or any waste other than Used Tires (collectively, "Unacceptable Waste"). Customer further agrees that if any Unacceptable Waste is delivered by Customer, Contractor may, at its election, (i) return such Unacceptable Waste to Customer, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

Customer initials 

Date 5-15-18

8. Title. Title to the Used Tires shall pass to Contractor upon either the (i) payment of Contractor's Service Fees and other charges due for such Used Tires, or (ii) removal of such Used Tires by Contractor from Customer's premises. If Customer fails to pay Contractor's Service Fees and/or other charges, Contractor, at its option, may unload and/or return Customer's Used Tires, in which event Customer shall remain liable to Contractor for 100% of the Service Fees and other charges due for such Used Tires.

9. Provision of Services. To the extent not otherwise covered by insurance, Contractor shall be responsible for damages to Customer's property directly resulting from any actions of Contractor, its agents or employees in connection with providing the Services to Customer pursuant to this Agreement; provided, however, that Contractor shall not be responsible for any damages if Customer was aware of any condition affecting Customer's property which contributed to or caused such damage and did not inform Contractor.

10. Indemnity and Related Provisions. Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) Contractor's operation, use, or other acts or omissions relating to and/or arising out of Customer's equipment and/or tires at the site where Contractor performs its obligations under this Agreement, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's property and/or Used Tires, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) Customer's violation of any laws or regulations, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This provision applies to and includes without limitation claims and causes of action for death, personal injury, and/or damage to property or the environment.

11. Insurance. Customer shall maintain insurance in types and amounts appropriate for similarly situated persons. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

12. Right to Compete. Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used Tire collection, transportation, processing, recycling, resale and/or disposal services upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

13. Selling Used Tires. Customer recognizes the value to the Contractor for those used tires that can be culled and sold as a used tire. The parties further acknowledge and agree that the pricing of the Service Fees set forth in this Agreement is premised upon no theft or diversion of Used Tires from the locations. Customer shall implement procedures to ensure individuals or businesses do not take, purchase, or damage such good used tires from the Customer's locations. Customer shall take precautions to keep used tires secure and contained to eliminate the risk of tire theft or damage. If such theft occurs, Customer shall provide Contractor access to its loss prevention department and cooperate with all investigations and possible prosecutions of such theft perpetrators. If such theft continues, Contractor, at its sole discretion, may increase Service Fees for that particular location.

14. Default and Remedies. If either party breaches this Agreement and fails to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth in this Agreement and all rights and remedies available at law or in equity.

15. Force Majeure. Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

16. Notice. Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

17. Waiver. The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

18. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

19. Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

20. General Provisions. This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer initials JA  
Date 5/26/18