



March 3, 2025

Town of Fulton  
201 N Seventh St  
Fulton, TX 78358

Stephanie Garcia  
[citysec@fultontexas.org](mailto:citysec@fultontexas.org)  
361-729-5533

Below is our proposal of recommended services, customized for your Commercial needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at (361) 941-3044.

**Service Details**

1-4YD Dumpster 2X per Week Fishing Pier – 301 Deforest Loop	\$525/month
1-4YD Dumpster 2X per Week Administration Building – 201 N Seventh St	\$525/month
1-4YD Dumpster 2X per Week Convention Center – 402 N Fulton Beach Rd	\$525/month
1-6YD Dumpster 2X per Week Convention Center – 402 N Fulton Beach Rd	\$575/month

**Total Monthly Cost:**  
**\$2,150/Month**

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**One Time Charges**

Delivery Charge: None

**Total One-Time Cost:**  
**Waived**

Coastal Bend Waste  
(361) 941-3044  
[info@coastalbendwaste.com](mailto:info@coastalbendwaste.com)

[www.coastalbendwaste.com](http://www.coastalbendwaste.com)

## TERMS AND CONDITIONS

1. **AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
2. **RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
3. **TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM. THIS AGREEMENT SHALL BE SUBJECT TO YEARLY APPROPRIATION BY THE TOWN.
4. **TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
5. **DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
6. **SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal. **Non-conforming waste may include, but is not limited to, drums, cooking/motor oil, propane tanks, construction waste, dirt/rocks/bricks, medical waste, tile/concrete, batteries, tires, pool chemicals, livestock/dead animals, paint, pesticides/herbicides, fertilizers, and ammunition.**
7. **PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 30 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a suspension and/or a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum 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 a reasonable charge for late or insufficient payments. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. 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 if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

8. **ADJUSTMENTS TO CHARGES.** Beginning on the first anniversary of the execution of this Agreement, all rates and charges, set forth in this Agreement will be escalated by the greater of i) a fixed 5% annually; ii) the percentage change in the consumer price index. In addition to the above, Company may petition 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 changes in location of disposal sites, landfill rates, local, state, and federal fees. Such rates shall be subject to review and consent of the Customer.

9. **SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

10. **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 or damage caused by a third party other than Customer). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. 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. 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.

11. **Parties agree that Fulton does not waive governmental immunity or any other defense it may have.**

12. **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 until Customer has paid such amount to Company. 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. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

13. **LIQUIDATED DAMAGES.** If Customer or Company terminates this Agreement before its expiration for any reason other than Company's, Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. 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 reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

14. **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 the Services during any 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.

15. **COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer’s agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to [info@coastalbendwaste.com](mailto:info@coastalbendwaste.com). If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Coastal Bend Waste, Attn: Customer Service, 2425 FM 1069, Rockport, TX 78382. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

16. **DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** The parties agree to promptly meet to resolve any and all differences, disagreements, disputes or claims. If the parties cannot resolve their differences informally, the matter shall mediate the matter with a licensed mediator with each party bearing its costs. If the parties cannot agree on a mediator, the presiding state district judge shall select the mediator. Mediation is required before either party pursues their other remedies including jury trial.

17. **MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the Aransas County, TX where the Services are provided, without giving effect to any conflict of law provision.

(b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer’s obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer’s consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys’ fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

### **Acceptance by Customer**

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Signature

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Printed Name

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Date