



PHOENIX POLLUTION CONTROL & ENVIRONMENTAL SERVICES, INC.

7111 Decker Dr.

Baytown, Texas 77520

Phone: (281) 838-3400 Fax: (281) 424-7748

MASTER SERVICE AGREEMENT

This Emergency Service Agreement is entered into on this ____ day of _____ 2012 by and between Phoenix Pollution Control & Environmental Services, Inc. (Phoenix) and _____ (Client) agree as follows:

1. **Agreement Term:** This agreement shall remain in effect until canceled in writing by either party. Provided, however, the cancellation of this Agreement shall not affect either Party's obligation under any orders issued and accepted prior to such cancellation. All project specific proposals are valid for a period of (60) days.
2. **Agreement Documents:** This agreement incorporates all documents provided to Phoenix by or on behalf of Client and all documents provided to Client or its representative by or on behalf of Phoenix.
3. **Scope of Work & Cost:** All work performed hereunder shall be performed and invoiced in accordance with Phoenix's written proposal, Phoenix's Rate Schedule which is in effect at the time of the performance of the work, the other Agreement Documents, and/or the terms and conditions stated herein as each may be applicable to the type of work performed. In the event that the scope of work changes, Client agrees to pay Phoenix on a time and material basis in accordance with Phoenix's current Rate Schedule or other unit rates whichever is applicable, unless a revised proposal is prepared by Phoenix and accepted by Client. Emergency Response Services shall be performed and invoiced in accordance with Phoenix's then current Rate Schedule. Unless expressly set forth, Phoenix's proposal does not include state sales tax. Client will be invoiced state sales tax, when applicable, as a separate line item. Client's insurer is not a party to this contract. Client is directly responsible for payment of all charges incurred hereunder without regard to receipt of payment or approval from Client's insurer.
4. **General Conditions of Work:** Client is responsible for furnishing to Phoenix all pertinent data and information concerning the work to be performed hereunder, the nature of the work site and the nature of the conditions to be remediated, including special hazards or risks associated with such work, premises, site or conditions: Unless otherwise stated in Phoenix's proposal, all pricing is based upon the following general conditions: (a) Phoenix will not incur any waiting or standby time for reasons beyond Phoenix's control; (b) access to, from and at the work site will not be restricted or limited; (c) there will be no overhead, underground, aboveground or other obstructions, pipelines, or utilities that would impede Phoenix's work; the work site and all access ways shall be suitable for the size and weight of vehicles and equipment utilized to perform the work.; (e) all wastes shall conform to the representation of Client and the Agreement Documents; (f) all non-emergency response related work will be performed Monday through Friday during daytime business hours; (g) Client is responsible for all damage to equipment and its components not caused by the direct fault of Phoenix; and (h) Client is responsible for all costs associated with overloading of containers or trucks including citations, damage to equipment or property, loss of revenue, etc. unless loaded by Phoenix. Any variance in these conditions is considered a change in the scope of work unless otherwise expressly stated in Phoenix's proposal.

If any waste contains materials which do not conform to the descriptions in this Agreement and/or the Waste Profile Sheet ("non-conforming waste"), Phoenix may, at its option, properly dispose of it, return it to Client or require Client to remove and dispose of non-conforming waste at Client's expense and reimburse Phoenix for any incurred expenses.

Client is expressly prohibited from allowing any other carrier to move Phoenix equipment(s), including roll-off containers, without the prior written consent of Phoenix.

5. **Invoicing and Payment Terms:** Phoenix shall submit to Client an itemized invoice setting forth the total amounts due in accordance with Phoenix's proposal and/or Rate Schedule, if applicable. Client shall make payments in Harris County, Texas due under each invoice within (15) days of the invoice date. Interest shall begin to accrue on the invoice due date on payments not received by such date at the smaller of (i) the maximum lawful interest rate or (ii) one and one half percent per month. All payments will be first applied to the interest, if any. In the event payment is not made in a timely fashion and Phoenix files a lien or bond claim on Client's account, Client will be assessed an administrative charge of \$ 300.00.
6. **Disputes and Waiver of Rights:** In the event Client disagrees with any portion of any invoice, Client shall provide Phoenix written notice of dispute within (15) days of the invoice date. The written notice must specifically state the portion in dispute and describe the dispute in such detail that Phoenix has full notice of the dispute. Client hereby agrees that failure to provide such written notice within (30) days of the invoice date constitutes waiver of any such dispute. Client agrees that it will not claim any dispute after the (30) day period that has not been timely specified in writing to Phoenix. Further, Client agrees that the non-disputed portion of the invoice will be paid within (15) days of the invoice date.

In the event a lawsuit arises out of any matter related to this contract and Phoenix prevails, Client agrees to pay Phoenix's attorney fees, including court costs and expenses.

7. **Title to Waste:** The parties hereto agree that Phoenix is not and shall not be considered the owner or generator of, and shall not take title to, the waste materials or substances remediated, removed or otherwise hauled by Phoenix on behalf of the Client.

8. **Indemnity:** Each party hereto agrees to indemnify, defend and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agent, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, business, interest, or persons or for death, arising out of or related to the performance of this Agreement and/or the conditions to which this Agreement pertains, to the extent that any such claims, demands, causes of action and/or liability is attributable to the breach of Agreement, negligence, or other fault of the indemnifying party. The indemnification by each party shall survive the termination of this Agreement.
9. **Assignment:** Client may not assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of Phoenix, which consent will not be unreasonably withheld.
10. **Venue, Choice of Law, Jurisdiction and Immunity:** The parties stipulate that the venue is proper in Harris County, Texas only and that laws of the State of Texas shall apply to all disputes. Client's responsibility under this contract shall substantially or wholly be performed in Harris County, Texas. The parties further stipulate that jurisdiction of any dispute that arises out of this Agreement is proper in any District Court in the State of Texas. In the event that the Client is a governmental entity or political subdivision, Client hereby expressly waives its sovereign immunity to liability and suit for all matters pertaining to this contract.

Agreed to and accepted this _____ day of _____, 2012.

PHOENIX POLLUTION CONTROL & ENVIRONMENTAL SERVICES, INC.	Company Name:
Mailing Address:	Mailing Address:
4808 Fairmont No. 274	
Pasadena, Texas 77505	
Office Address:	Office Address:
7111 Decker Dr.	
Baytown, Texas 77520	
Telephone: (281) 838-3400	
Facsimile: (281) 424-7748	
E-mail: nelson@phoenixpollution.com	E-mail:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

Credit Card: One Time Charge Y / N	CC #:
MasterCard Visa American Express	Exp. Date:
Name on Card:	3 or 4 Digit Security #:
Business Name on Card:	
Billing Address:	