

RESIDENTIAL SOLID WASTE COLLECTION CONTRACT

This Residential Solid Waste Collection Contract (“Contract”) is entered into by and between Williamsburg Settlement Maintenance Assoc. (hereinafter referred to as “Customer”) and Texas Pride Disposal Solutions LLC, DBA Texas Pride Disposal (hereinafter referred to as “Texas Pride Disposal”).

Upon acceptance of this Contract by both parties, the effective date of the Contract will be July 1, 2026 (“Effective Date”).

Customer and Texas Pride Disposal previously entered into that certain Residential Solid Waste Collection Contract dated July 1, 2021. This Contract supersedes and replaces any and all previous contracts entered into by Customer and Texas Pride Disposal.

In consideration of the covenants and agreements set out and the payments provided for, Texas Pride Disposal and Customer agree as follows:

1. Contract Amount

Texas Pride Disposal will be paid \$31.07 per home per month, for twice-weekly garbage collection and once-weekly recycling collection.

2. Payment

A. For services defined in this Contract, Texas Pride Disposal shall invoice Customer on a monthly basis. Customer agrees to make full payment to Texas Pride Disposal within forty-five (45) days of receipt of Texas Pride Disposal’s invoice.

B. Except as otherwise provided by this Contract, the rate of compensation shall remain effective for a period of one (1) year. The rate of compensation shall thereafter be automatically adjusted once each year on the anniversary date of this Contract, and continuing through any and all renewal terms, by 3.00% or the most recently published CPI-U: National CPI, Garbage and Trash Collection, whichever is greater.

3. Grant of Exclusive Authority

During the term of this Contract, Customer will not contract with any other entity for the purpose of collection and disposal of residential solid waste, garbage, refuse, trash and rubbish within the boundaries of the Customer or any tracts, territories, or areas hereafter annexed or to be acquired by the Customer. Notwithstanding the foregoing, Customer may contract with another entity, as necessary, for dumpster services at the Customer’s facilities.

4. Term

A. The initial term of the Contract shall be for a five (5) year period beginning upon the effective date of the Contract (“Initial Term”). The term of this Contract shall be automatically renewed for

a like-term period thereafter unless either party shall give written notice of termination by certified or registered mail, return receipt requested to the other party at least thirty (30) days prior to the termination of the Initial Term, or any renewal term. However, in the event that Texas Pride Disposal does not perform according to the terms of the Contract, the Customer shall have the right to cancel provided the Customer shall have first given Texas Pride Disposal written notice of Texas Pride Disposal's nonperformance and allowed Texas Pride Disposal thirty (30) days after receipt of said notice to cure such nonperformance. Any such written notice shall be served by certified or registered mail, return receipt requested. Customer's determination of cure of nonperformance shall be conclusive.

B. In addition to the above, Texas Pride Disposal may petition the 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 revised laws, ordinances and regulations; changes in location of disposal sites or changes in disposal charges; and increase in the number of residential units, such as city growth or annexation. Any such rate adjustment must be pre-approved in writing by Customer, in its sole discretion, before becoming effective; if the Customer and Texas Pride Disposal cannot agree to a new rate, either may terminate this contract with sixty (60) days written notice.

5. Right of Assignment

This Contract, as well as the rights hereunder, may be assigned by Texas Pride Disposal, as well as any and all successors, at its option with written notice provided to Customer.

6. Work Specifications

A. Schedule: Texas Pride Disposal will provide garbage collection services on Monday and Thursday.

B. Guidelines: Household garbage will be collected backdoor/near the garage. All permanent trash containers, after being emptied by Texas Pride Disposal, will be returned to their point of origin in the same condition in which they were taken, normal wear and tear expected. Yard waste and heavy trash will be collected backdoor/near the garage. Residential refuse must be either in personal containers not to exceed ninety-six (96) gallons or bags not exceeding fifty (50) pounds. Tree branches should be tied and bundled measuring no more than four (4) feet in length, six (6) inches in diameter, and weigh no more than fifty (50) pounds. This excludes any waste generated as a result of a force majeure.

C. Excluded Items: As part of normal collection, Texas Pride Disposal does not pick up dirt, rocks, bricks, concrete, tires, items containing Freon, fuels, oils, batteries, fertilizer, chemicals, liquid paint, or any materials or items deemed hazardous materials or waste generated by a private contractor.

D. Bulky Waste: Bulky waste includes furniture, appliances, and other larger items not placed out for collection on a regular basis. Refrigerators and freezers must be drained of Freon and have a bill to validate such service was performed. Two bulky waste items will be collected from each home on every service day and must be located at the curb.

E. Yard Waste: Yard waste includes grass clippings, leaves, plants, and tree trimmings. Up to eight (8) bags/bundles will be collected from each home every service day.

F. Excess Volume: For special collection other than normal amounts of residential refuse, yard trimmings, or bulk items (a “Special Collection”), residents can go to www.texaspridedisposal.com/cleanup and upload photos of excess volume needing to be disposed of. A price will be provided, and once payment has been made by resident, collection will be provided curbside on next scheduled collection day or agreed-upon date. If a resident does not notify Texas Pride Disposal of such a Special Collection before their scheduled day, then Texas Pride Disposal will leave a notice for the resident to contact Texas Pride Disposal. Payment for any Special Collection is the sole responsibility of the individual resident requesting Special Collection and is not an obligation of the Customer.

G. Spillage: Texas Pride Disposal shall clean up any spillage that occurs during the collection process; provided, however, that if gasoline, motor oil, cooking oil, paint, or any other liquid items in a garbage container are not seen by Texas Pride Disposal personnel resulting in spillage that causes a stain, Texas Pride Disposal shall not be responsible.

H. Container: Residents will use their own cans or bags. Cans should be built for the intended use of garbage collection and be between twenty (20) and ninety-six (96) gallons in size. Cans and bags should not exceed fifty (50) pounds.

I. Texas Pride Disposal will honor any service suspension list provided and updated by the Customer and adjust the monthly billing to exclude the stop-service accounts as stated in Section 1 above.

7. Recycling

A. Schedule: Texas Pride Disposal will collect recycling on Monday.

B. Guidelines: Recycling will be collected curbside. Recycling should be placed in the provided container, old recycle bins, or containers clearly labeled recycle.

C. Container: Texas Pride Disposal has previously provided each household with one (1) eighteen (18) gallon recycle bin. Additional, lost, or stolen bins can be purchased or replaced by contacting Texas Pride Disposal.

8. Operation

A. Hours of Operation: Collection of refuse will not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions would be due to unusual circumstances.

B. Holidays: If the scheduled collection day falls on any of the following holidays, the normal services will be resumed the following scheduled collection day. Holidays are: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

C. Complaints: All complaints will be made to Texas Pride Disposal. If a residence is missed due to Texas Pride Disposal's negligence, Texas Pride Disposal will pick up said residence within twenty-four (24) hours of such notice.

D. Office: Texas Pride Disposal can be reached by phone at 281-342-8178 from 8:00 a.m. to 5:00 p.m. Monday through Thursday, 8:00 a.m. to 4:00 p.m. Friday, or by email at service@texaspridedisposal.com, or by chat or web inquiry at www.texaspridedisposal.com.

9. Force Majeure

The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of a party. Such causes shall include, but not limited to, disease, pandemic, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; fuel shortages, lack of power or raw materials; judicial or governmental laws, regulations (provided that neither party shall be required to settle a labor dispute against its own best judgment). A missed collection due to causes beyond reasonable control of Customer or Texas Pride Disposal will be collected on the next scheduled pick-up day or as soon as possible when conditions are safe to resume service. Collection of debris and waste generated by a force majeure are not included under the terms and conditions of this Contract. In the event of such circumstances and to the best of its ability, Texas Pride Disposal and the Customer may negotiate collection and rates for such debris and waste.

10. Indemnification

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TEXAS PRIDE DISPOSAL AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD CUSTOMER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, JUDGEMENTS, PENALTIES, LIABILITIES, DEBTS, OR DAMAGES, INCLUDING ALL COSTS, EXPENSES AND ATTORNEYS' FEES THEREOF, OF ANY NATURE, KIND OR DESCRIPTION, RESULTING FROM THE PERFORMANCE OF ITS DUTIES UNDER THE TERMS OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, PERSONNEL FURNISHED BY TEXAS PRIDE DISPOSAL, OR ITS SUPPLIES AND SUBCONTRACTORS OF ANY TIER ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE WORK PERFORMED OR TO BE PERFORMED BY TEXAS PRIDE DISPOSAL, ITS PERSONNEL, AGENTS, SUPPLIERS AND SUBCONTRACTORS (AND THEIR RESPECTIVE PERSONNEL) FOR THE CUSTOMER.

11. Licenses

Texas Pride Disposal will, at its expense, obtain all licenses and permits necessary for the performance of Texas Pride Disposal's services as set forth by the Contract. Texas Pride Disposal agrees to comply with all of the existing laws and regulations of the Local, State of Texas, and

Federal agencies and any further laws or regulations which may be enacted by same, and agrees to comply with the prescribed or enforced regulations pertaining to the subject matter of the Contract. Waste pursuant to the contract will be deposited at sanitary landfills approved and permitted to operate by the Texas Commission on Environmental Quality and any other applicable regulatory agency as required by applicable laws and regulations.

12. Insurance

Texas Pride Disposal shall obtain and maintain throughout the term of this Contract, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Contract, Texas Pride Disposal shall furnish to Customer certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Texas Pride Disposal, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Texas Pride Disposal shall cause its insurance companies to provide Customer with at least thirty (30) days prior notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Contract. Texas Pride Disposal shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Worker's Compensation:

- \$1,000,000 Bodily Injury (Each Accident)
- \$1,000,000 Bodily Injury By Disease (Each Employee)
- \$1,000,000 Bodily Injury By Disease (Policy Limit)

B. General Liability:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$300,000 Damage To Rented Premises (Each Occurrence)
- \$10,000 Medical Expense (Any One Person)

C. Automobile Liability:

- \$1,000,000 Combined Single Limit (Each Accident)

D. Excess Umbrella:

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate

Customer and the Customer's agents and employees shall be added as additional insured to all coverages required under this Contract, except for worker's compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Texas Pride Disposal shall contain a waiver of subrogation in favor of the Customer and the Customer's agents, and employees with the exception of professional liability insurance.

In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the customer, and without rights of contribution or recovery against the Customer or from any such other insurance available to the Customer. Texas Pride Disposal and not the Customer shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all the insurance policies required of Texas Pride Disposal. Certificates of insurance acceptable to Customer shall be submitted to Customer prior to the commencement of work.

13. Independent Contractor

Texas Pride Disposal has been retained by Customer for the sole purpose and to the extent set forth in this Contract. Texas Pride Disposal's relationship to Customer during the term of this Contract is that of an independent contractor.

14. Notices

Notices, requests, demands, and other communications hereafter shall be in writing and delivered or mailed prepaid to:

CONTRACTOR:

Texas Pride Disposal
4203 Montrose Blvd. #500
Houston, TX 77006

CUSTOMER:

Williamsburg Settlement Maintenance Assoc
c/o Crest Management
P.O Box 219320 Houston TX 77218

15. Governing Law

This Contract shall be construed in accordance with and shall be governed by the laws of the State of Texas. Venue shall be in Harris County, TX.

16. Anti-Boycott of Israel Verification

By signing and entering into the Contract, Texas Pride Disposal verifies, pursuant to Chapter 2271 of the Texas Government Code, it does not boycott Israel and will not boycott Israel during the term of this Contract. The term "boycott Israel" has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code.

17. Anti-Terrorism Verification

By signing and entering into the Contract, Texas Pride Disposal verifies neither Texas Pride Disposal, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Texas Pride Disposal: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

18. Anti-Boycott of Energy Companies Verification

By signing and entering into the Contract, Texas Pride Disposal verifies, pursuant to Chapter 2276 of the Texas Government Code, it does not boycott energy companies and will not boycott energy companies during the term of this Contract. The term "boycott energy companies" has the meaning assigned to such term pursuant to Section 809.001 of the Texas Government Code.

19. Anti-Discrimination of Firearm Entity or Firearm Trade Association Verification

By signing and entering into the Contract, Texas Pride Disposal verifies, pursuant to Chapter 2274 of the Texas Government Code, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Contract. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code.

20. Severability

If any provision of this Contract shall be declared void, illegal, or unenforceable by any court or administrative agency having valid jurisdiction, the entire Contract shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

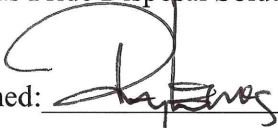
21. Entire Agreement

This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated herein. This Contract may not be modified except by written instrument signed by both parties. In the event of a conflict between any of the foregoing provisions of the Contract, the former shall be controlling.

[EXECUTION PAGE FOLLOWS]

Texas Pride Disposal Solutions LLC

Signed: _____



Name: _____

Ray Lewis

Title: _____

COO

Date: _____

6-16-26

Williamsburg Settlement Maintenance Assoc

Signed: _____



[Heather D. Colkos \(May 21, 2026 16:26:19 CDT\)](#)

Name: _____

Heather D Colkos

Title: _____

President

Date: _____

May 21, 2026