

RECYCLING AGREEMENT

WHEREAS, it is the desire of Len Busch Roses to accommodate Wood Hauler in the disposal of acceptable brush and logs on the terms and conditions hereinafter set forth.

NOW THEREFORE, based upon the foregoing recited facts and mutual covenants contained herein it is hereby agreed as follows:

1. The term of this contract shall commence on the 1st day of January 2022 and shall continue thereafter until terminated by either party with 30 days written notice, or immediately by Len Busch Roses for non-payment by Wood Hauler.
2. At time of agreement the Wood Hauler will provide current business information and valid credit card information. In addition, any Wood Hauler vehicle that delivers materials to the Len Busch Roses property is required to have a windshield tag provided by Len Busch Roses at the Wood Hauler's expense. Vehicles without a tag are not allowed to enter the property.
3. Wood Hauler will pay to Len Busch Roses for such disposal the current posted pricing of acceptable material.
4. Payment for such disposal is through the on-file credit card upon exiting the Medina Road gate. Any fines incurred by Wood Hauler will also be charged to the on-file credit card.
5. Acceptable material is defined as: tree branches, tree trunks, shrub trimmings, and wood chips.
6. The disposal of non-approved material (includes stumps, fall leaves, grass clippings, weeds, dirt, rotted material, plastic, non-wood products, landscape materials, and furniture) on Len Busch Roses property will result in a fine of up to \$2,500. Repeated offenses may result in termination of contract.
7. Properly tagged trucks and equipment will enter the property from Medina Road only and must remain on paved, or gravel roadways. No Wood Hauler equipment will be allowed to enter or exit from County Road 101, or to drive on grassy areas. Entering or exiting the Len Busch Property other than from Medina Road will result in a fine of \$2,500. Repeated offenses may result in termination of contract.
8. Trucks must enter through the Medina Road gate. The gate will only open for properly tagged trucks. Failure to electronically check in at the gate, or entering without a windshield tag, will result in a fine of \$2,500, charged to Wood Hauler credit card. Repeated offenses may result in termination of contract.
9. Wood Hauler will deliver material to the location designated by signs. All loads are to be dumped as close as possible to the existing pile.

10. Wood Hauler is not to enter, or use, any buildings on the property.
11. Wood Hauler will not park or store any equipment on the property of Len Busch Roses unless they have a separate Parking Agreement.
12. Wood Hauler agrees to pay for any damage caused to the buildings and / or property of Len Busch Roses. That is in addition to any fines that are applicable.
13. Wood Hauler will defend and hold Len Busch Roses harmless from damage to such equipment or injury or damage to third persons arising out of or in any way relating to the operation or use of such equipment.
14. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such portion without invalidating the remaining provisions of this Agreement, or any other agreement executed between Len Busch Roses and Wood Hauler or affecting the validity or enforceability of such provisions.