



**8387 North Oracle Road, Suite 100  
Tucson, AZ 85704  
(520) 382-1009  
customerservice@titantrash.biz**

September 28, 2022

Board of Directors  
Cobblestone HOA

Thank you for requesting a proposal for Titan to provide trash service for Cobblestone. Our mission is to provide big service with smaller trucks so we impact your roads less and make less noise while servicing your account.

Below, please find our rates for the services you have requested:

**2 pickups per week Trash Collection / 1 pickup per week Recycle Collection. Service will be "concierge" service, with a pickup truck using each residence's driveway and picking up trash and recycling materials at the house instead of curbside. No commercial garbage trucks will enter Cobblestone HOA except in case of emergency.**

**\$4,500.00 per month (\$45.45 per home)**

**Each home will be provided a 95 gallon trash container and 95 gallon recycle container at no charge. Additional containers may be requested and billed to individual customers for \$10.00 per month per container.**

**Price quoted is all inclusive; no additional or fluctuating charges (environmental fees, fuel surcharges, etc.) will apply.**

**Service Schedule: TBD**

We feel our unique combination of smaller equipment and personalized local service is an excellent fit for Cobblestone. As always, our proposal is based on our understanding of your homeowners' service and budget needs and what is required for Titan to make a reasonable profit. If there is any aspect of this proposal that does not meet those needs, please don't hesitate to reach out. I would welcome the opportunity to meet with you personally.

Sincerely,

David Way  
Owner/President  
CELL 520-730-0533

**TITAN RECYCLE & TRASH, LLC  
COLLECTION SERVICE AGREEMENT  
TERMS AND CONDITIONS**

1. **SERVICES.** Customer grants to TRT the exclusive right, and TRT shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer warrants that Waste Materials collected under this Agreement shall only be non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer. Excluded Waste Materials include, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatiles, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by applicable federal, state or local laws or regulations. Also excluded are construction materials, any waste generated by an independent contractor (landscaper, painter, remodel, etc.), and any materials deemed unsafe for TRT equipment and/or employees.
2. **TERM.** The initial term of this Agreement is thirty six (36) months from date of signing as set forth in the Service Agreement. This Agreement shall automatically renew thereafter for additional terms of thirty six (36) months each unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term.
3. **SERVICES GUARANTY.** If TRT fails to perform the services described within five (5) business days of its receipt of a written demand from Customer, Customer may terminate this Agreement, which termination shall be effective upon the payment of all monies due through the termination date.
4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services furnished by TRT in accordance with the charges set forth in the proposal dated September 1, 2022, within fifteen (15) days of the due date of TRT's invoice. Services not paid for within the specified time period are subject to late fees of \$25.00 per delinquent invoice and/or suspension of service until payment is received. TRT may increase the charges to the account for any of the following: increase in disposal; fuel transportation increases; changes in local, state or federal laws or regulations; and acts of God; provided, however, that if such rate increase exceeds 10%, Customer shall have the right, if Customer determines that such increase is not justifiable and/or reasonable, to terminate this contract with no less than 90 days notice to TRT. Any rate increases shall be disclosed to Customer no less than 30 days in advance of effective date of said increases.
5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to in writing by the parties.
6. **EQUIPMENT ACCESS.** All equipment furnished by TRT shall remain the property of TRT; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment while at Customer's location(s). Customer shall not overload, move from its intended location, or alter the equipment and shall use the equipment only for its intended purpose. Any damage caused by misuse may result in a reasonable repair/replacement fee imposed upon individual user of equipment by TRT. If equipment is damaged as a result of TRT's service or negligence, manufacturer defect, or normal wear and tear, TRT will replace equipment at no cost to Customer. At the termination of this Agreement, Customer shall return the equipment to TRT in the condition in which it was provided, normal wear and tear excepted. TRT shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from TRT's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of TRT's equipment and vehicles.
7. **INDEMNITY.** TRT agrees to indemnify, defend and save Customer harmless from and against any liability which Customer may be responsible for or pay out as a result of bodily injuries, property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of TRT of its employees, which occurs during the collection or transportation of Customer's Waste Materials, provided that TRT's indemnification obligations will not apply to occurrences involving Excluded Waste Materials. Customer agrees to indemnify, defend and save TRT harmless from and against any and all liability which TRT may be responsible for or pay out as a result of bodily injuries, property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful

misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation, or possession of any equipment furnished by TRT.

8. **MISCELLANEOUS.** This Agreement, including the terms attached hereto as Exhibit A which are hereby incorporated by reference, shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement represents the entire agreement between parties. This Agreement shall be construed in accordance with the laws of the State of Arizona. All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested.

**Cobblestone HOA**

G. Alan LaFever

Printed Name and title  
HOA PRESIDENT

[Signature]  
Authorized Signature

11/15/2022  
Date

**TITAN RECYCLE & TRASH, LLC**

David Way, President

Printed name and title

[Signature]  
Authorized Signature

11/15/22  
Date

## EXHIBIT A ADDITIONAL TERMS

### General Requirements

- All work will be performed in a professional and workmanlike manner by trained uniformed personnel, utilizing clean, properly-maintained equipment.
- Work and equipment shall comply with all federal, state, and county trash collection requirements
- Customer guarantees that TRT will be the sole provider of trash and recycle collection within the Association and furthermore bears the responsibility of ensuring such.
- All Customers will be provided with one 95 gallon trash container and one 95 gallon recycle container at no charge.

### Trash Collection:

- Association to be serviced on the following agreed upon schedule:  
Trash: TBD  
Recycling: TBD
- Service days are subject to certain County-observed holidays and will be delayed one day after usual service day; a holiday schedule is attached to this contract.

- TRT agrees to use pickup truck for service, and Cobblestone HOA agrees to TRT's use of individual residence driveways for access and collection. No commercial garbage trucks will enter Cobblestone HOA except in case of emergency. All trash and recycle materials should be bagged for pickup truck service.
- TRT will remove only household, non-hazardous refuse in accordance with the "Services" section of the attached Collection Service Agreement.
- Household trash and recycling materials should be bagged and tied.
- TRT will remove additional landscape materials, tree trimmings, trash bags/containers, etc. so long as materials are bundled, bagged or otherwise contained and of reasonable size and nature, **subject to the discretion of the present TRT truck supervisor**. Additional materials may be subject to a limit of 2 additional bags or bundles of landscaping. TRT will NOT handle cactus or other sharp materials directly.
- Price includes one annual community curbside bulk pickup at no charge. Responsibility lies with Customer to request and schedule bulk pickup. Additional rules and regulations apply.

Service Effective Date: 01/01/2023

**Charges:**

- Contractor will provide services described above for the cost specified in the September 28<sup>th</sup>, 2022 proposal: \$4,500.00 per month. Individual homeowners may order additional trash and/or recycle containers for an additional fee of \$10.00 per month per container.
- Cobblestone HOA will be billed monthly. Service will be billed at least 15 days in advance and payment is due on the 1<sup>st</sup> of each month. If payment is not received 30 days after due date, customer will be notified and service may be suspended until full payment is made. Additional late charges and/or collection fees may apply (see Section 4 – Charges; Payments; Adjustments).