

# CONSULTING AGREEMENT

This agreement ("Agreement") is entered into in Austin, Texas by and between Daniela Ochoa Gonzalez DBA Solorso ("Consultant") and Texas Disposal Systems, Inc. ("Client") to be effective January 1, 2013.

Consultant is a recycling professional specializing in providing customized recycling and composting training programs. Client is in the business of supplying products and/or services to third parties and desires assistance in improving business operations and growth. This Agreement covers the terms on which the Consultant will assist the Client with recycling and composting training programs.

## 1. Statement of Work.

The Consultant will perform the services described below for an hourly fee of \$27.50 per hour, plus expenses, to include mileage reimbursement:

- a. Consultant will assist Client with broadening diversion opportunities, activities, and participation of existing customers by promoting additional recycling and composting services.
- b. Consultant will conduct educational training programs for Client recycling and composting services being utilized by large customers.
- c. Consultant will create customized training programs for new Client recycling and composting services when necessary.
- d. Consultant will train Client personnel to proficiently provide educational programs for recycling and composting service rollouts to Client's customers
- e. Consultant will customize individual customer plans to increase diversion opportunities as necessary.
- f. Consultant will attend Commercial House Account Meetings as necessary.
- g. Consultant will assist with Client's Green Events as necessary.

2. **Payment.** Consultant shall bill Client monthly for services rendered. Consultant shall prepare an invoice with sufficient descriptions of the services performed and the number of hours utilized.

3. **Term and Termination.** This Agreement will become effective as stated above and shall expire on June 30, 2013, unless sooner terminated in writing by either party. Agreement may be terminated without cause with thirty days notice.

## 4. Intellectual Property.

Work done under this Agreement is work done for hire and is the property of the Client. Consultant will not use any work product developed under this agreement for any other than Client's purposes without written consent from the Client. Consultant shall transfer to the Client all materials, software, graphics, ideas, inventions, or other intellectual property developed under this Agreement, upon completion of the term of this contract.

**5. Ethics, Conflict of Interest and Regulatory Issues.**

- a. Consultant will comply with all applicable laws regulating lobbying activities, including filing and disclosure requirements, if applicable. Client agrees to timely furnish information to Consultant that may be reasonably required in order to comply with such laws and regulations.
- b. The parties acknowledge that Consultant will not provide services for clients in competition with the Client. In the event an apparent conflict should arise, the parties hereto shall attempt to resolve it. In the event the apparent conflict cannot be resolved, this contract may be immediately terminated by either party without liability to the other.
- c. Consultant agrees not to divulge any information of a proprietary or confidential nature to any other party without first obtaining approval from Client. Should Consultant suspect any breach of confidentiality has occurred from another source, or inadvertently from Consultant, Consultant will immediately notify the Client so that appropriate notifications and actions may be taken.

**6. Other Terms and Conditions.**

- a. All notices and other communications in connection with this Agreement shall be in writing and sent certified to the address given below.
- b. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Nothing in this Agreement shall prohibit either party from entering into the same or similar agreements with any other party that does not compete with Client.
- c. Consultant warrants that he/she is an independent contractor for purposes of the duties listed in paragraphs 1(a) to 1(g). In no event and/or under no circumstances shall Consultant, in the performance of the services described in paragraphs 1(a) to 1(g) be deemed or considered to be acting as an employee, servant, or agent of Client. Any employer-employee relationships will be entered into by a separate employment agreement and for specific job functions unrelated to listed consulting functions. Consultant is responsible for all taxes, whether income, social security, or other.
- d. Neither party may assign its rights or delegate its duties under this Agreement without prior written consent of the parties hereto.
- e. This Agreement will be governed by the laws of the State of Texas without regard for its conflict with laws and provisions.

**7. Entire Agreement.**

This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior proposals, understandings, or agreements. No waiver or modification to the Agreement is valid unless made in writing and signed by authorized representatives of both parties hereto.

AGREED:

SOLURSO

By: Daniela Ochoa Gonzalez

Signature: 

Federal Tax ID #: 577 49 3433

Date: December, 15th 2012

Address:

2404 Forest, Avenue

Austin, TX 78704

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AGREED:

TEXAS DISPOSAL SYSTEMS, INC.

By: 

Signature: 

Title: Director of Sales

Date: 12-19-2012

Address:

Texas Disposal Systems

Administrative Office

12200 Carl Road

Creedmoor, TX 78610

Phone: 512-421-1300

Fax: 512-243-4123