****

**WASTE TRANSPORTATION, DISPOSAL AND RECYCLING AGREEMENT**

This Waste Transportation, Disposal and Recycling Agreement (“Agreement”) is entered into as of this Enter Day day of Enter Month, Enter Year, by and between Enter USE Entity, having offices at Enter USE Entity Address (“Company”), and Enter Customer Name, having offices at Enter Customer Address (“Customer”). Company and Customer are sometimes collectively referred to in this Agreement as “Parties” and individually as “Party”.

Customer, in the course of its business, generates or manages certain waste material, hereinafter referred to as “Waste”, which may require transportation, treatment, storage, disposal and/or recycling services (collectively the “Services”). Company and its Affiliates have facilities and the ability to perform the Services in a lawful manner. For purposes of this Agreement, “Affiliate” shall mean any existing or future entity that controls, is controlled by, or is under common control with, Company. At any time during the term of this Agreement, an Affiliate may perform Services for Customer under the same terms and conditions as set forth in this Agreement pursuant to a proposal, purchase order or similar document, signed by both Customer and Affiliate, and expressly referencing this Agreement. When an Affiliate performs such Services, all references to Company in this Agreement shall refer only to the specific Affiliate performing the Services and such Affiliate shall be solely responsible for all of the obligations of Company hereunder, with respect to such Services, as if this Agreement was entered into only between that Affiliate and Customer. In no event shall Company or any other nonperforming Affiliate be held liable or jointly liable for any obligations under this Agreement for Services that were not performed by Company or other Affiliate, by virtue of the fact that Services were performed by a particular Affiliate pursuant to this paragraph. In consideration of the premises set forth above and the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

**I. CONTRACTING PROCEDURE--**Customer shall submit to Company a completed waste product questionnaire or similar document (“WPQ”) describing Waste to be managed and provide a representative sample (if requested by Company). Submission of a completed WPQ shall constitute Customer’s request that Company perform Services in connection with the Waste described therein. Company shall indicate its approval of the WPQ by sending Customer a written Waste Approval Letter, pricing addendum or similar document (“Pricing Addendum”) (if necessary) that sets forth pricing and specific terms and conditions for Waste receipt. Nothing herein shall require Company to perform an exhaustive analysis of the Waste in order to identify each and every constituent or contaminant contained in the Waste, nor shall any such sampling, analysis or measurement relieve Customer of its responsibility to ensure conformance of the Waste with the specifications set forth in the subject WPQ. Company offers no guarantee or commitment that it will accept any particular type of Waste upon receipt of a WPQ submitted by Customer.

**II. NONCONFORMING WASTE--**Company shall have the right to reject and return to Customer any Waste which deviates from the specifications set forth in the WPQ or contained in any representative sample or supporting information (including analyses) or that would alter the hazard, risk or costs assumed by Company in conjunction with its performance hereunder or cause Company to be in noncompliance with any permit or other authorization (such Waste referred to as “Nonconforming Waste”). In the event Company rejects Nonconforming Waste, Customer shall pay Company’s reasonable costs for the handling, analysis, transportation, necessary repackaging and time involved in returning such Nonconforming Waste to Customer or other location.

**III. TITLE AND LIABILITY--**Title to the Waste, together with all responsibility and liability in connection therewith, shall pass to Company upon Company’s accaaacceptance of the Waste at Company’s facility unless, under the provisions of this Agreement, shipment of the Waste is the responsibility of Company, in which event title, responsibility and liability shall pass upon delivery to and acceptance by Company at the commencement of shipment. Title and liability for Nonconforming Waste shall at all times remain with Customer, notwithstanding the fact that physical possession of Nonconforming Waste may have passed to Company. Company may revoke acceptance of Waste at any time if Waste is determined to be Nonconforming Waste. If title to Waste is revoked at any time by Company, Customer shall pay Company’s reasonable charges for the handling, analysis, transportation, necessary repackaging and time involved in returning such Waste to Customer or other agreed-upon location.

**IV. LOADING AND TRANSPORTATION--**Shipment of the Waste shall be the responsibility of Customer unless Customer arranges with Company for Company to provide transportation. Customer shall be responsible for proper and legal loading of the Waste on vehicles provided or arranged for by Company. The Parties agree and understand that reasonable, justified refusal by drivers or other employees of Company or its subcontractors to load, transport, handle, dispose of and/or recycle Nonconforming Waste will not be considered a breach of this Agreement.

**V. CUSTOMER WARRANTIES--CUSTOMER WARRANTS AND REPRESENTS TO COMPANY**:

**A.**  The data and information set forth and/or referenced herein, including the WPQ(s), are correct and in accordance with all applicable waste regulations.

**B.** The Waste to be delivered to Company will conform to the description provided in the WPQ(s) and any representative samples or supporting information (including analyses).

**C.** Customer warrants that it has advised Company of all known potential health and/or environmental problems associated with the Waste.

VI. COMPANY WARRANTIES--COMPANY WARRANTS AND REPRESENTS TO CUSTOMER:

**A.**  Company has appropriate expertise and is engaged in the business of loading, transporting, storing, treating, disposing of and/or recycling Waste.

**B.**  Company will load, transport, store, treat, dispose of and/or recycle the Waste in compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdiction such activities are performed under this Agreement.

**VII. INDEMNIFICATION**

**A. COMPANY INDEMNIFICATION--**Company shall indemnify and hold harmless Customer, its officers, directors, employees and agents from such civil penalties, claims and causes of action (including court costs and reasonable attorney fees) as may be brought on account of death or bodily injury to any person; destruction or damage to any property; injury to, destruction of, or loss of natural resources; or any violation of any federal or

state law, regulation or municipal ordinance, to the extent arising out of Company’s negligence, willful misconduct, breach of warranty or failure to perform Services in accordance with this Agreement. Company’s duty to indemnify is inapplicable to the extent that such penalties, claims or causes of action result from Customer’s delivery to Company of Nonconforming Waste.

**B. CUSTOMER INDEMNIFICATION--**Customer shall indemnify and hold harmless Company, its officers, directors, employees and agents from such civil penalties, claims and causes of action (including court costs and reasonable attorney fees) as may be brought on account of death or bodily injury to any person; destruction or damage to any property; injury to, destruction of, or loss of natural resources; or any violation of any federal or state law, regulation or municipal ordinance, to the extent arising out of Customer’s negligence, willful misconduct, breach of warranty, delivery to Company of Nonconforming Waste or failure of Customer to perform its responsibilities under this Agreement.

**C**. **CONSEQUENTIAL DAMAGES--**Notwithstanding the foregoing, neither Party will be liable for, and each Party waives and releases any claims against the other Party for, any consequential, special or punitive damages, including lost revenues, lost profits or loss of prospective economic advantage resulting from performance or failure to perform under this Agreement, whether or not the Party was advised of the possibility of such damages.

**VIII. INDEPENDENT CONTRACTOR--**Except as expressly set forth herein, neitherCompany nor anyone it employs shall ever be considered Customer’s employee, agent, servant or representative in performing the Services under this Agreement. Company shall be an independent contractor in the performance of the Services under this Agreement. Company shall exercise, at all times, exclusive control of the operation and activities of all employees, agents and subcontractors of Company. Neither Company nor Customer shall have any authority to employ any person as an employee, agent or subcontractor for or on behalf of the other.

**IX. CONFIDENTIALITY--**Company and Customer shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement, any information regarding the other Party’s plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within its knowledge in the performance of this Agreement. This clause does not prevent disclosures required by law. The foregoing obligations shall survive the termination of this Agreement for a period of three years.

**X. FORCE MAJEURE--**The Parties agree that any delay or failure of either Party to perform its obligations under this Agreement, except for the payment of money for services already rendered, shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage or other similar cause or causes beyond the reasonable control of the Party affected. Company shall also be excused from performance of this Agreement if Company loses or has suspended any license, permit or other authorization necessary for fulfilling its obligations. Both Parties shall provide prompt notice of such delay and work diligently to remove such cause or causes.

**XI. SAVINGS CLAUSE--**If any part of this Agreement becomes invalid for any reason, the validity of the Agreement as a whole or of any other part will not be affected.

**XII. PAYMENT--**Company will submit the original of each invoice to the following Customer address:

Enter Address to Where Invoice Should be Sent

Payments shall be made in cash at the time Waste is accepted for treatment, storage, disposal and/or recycling by Company unless credit has been approved by Company, in which event payment shall be made within thirty (30) days of invoice date at the address indicated on Company’s invoice to Customer. All amounts due and payable for more than thirty (30) days after invoice date shall bear interest at the rate of one and one-half percent (1 1/2%) per month. Customer will notify Company of any disputed amounts within thirty (30) days of receiving the invoice. The portion of any invoice that is not disputed within such period shall be deemed accepted by Customer. During the ten (10) business days following notification of a disputed amount, the Parties will attempt to resolve any disputed portions of such invoice and, if resolved, an adjusted payment will be submitted to Company for the agreed-upon amount.

**Please mark box if a purchase order number is required on the invoice for payment.**

**XIII. INSURANCE.** During the Term of this Agreement, Company shall maintain the following insurance coverages with limits not less than the amount specified:

1. workers compensation with statutory limits and employer’s liability insurance with a limit not less than $1,000,000 per accident;
2. commercial or general liability insurance coverage for premises and operations, contractual liability completed operations, with limits of not less than $1,000,000 per occurrence for bodily injury, death, and property damage and $2,000,000 per aggregate, naming Customer as an additional insured to the extent of Company’s indemnity;
3. automobile liability insurance (including owned, non-owned and hired vehicles) with limits as required by law or with a combined single limit for bodily injury, death and property damage of not less than $1,000,000 per occurrence, whichever is greater;
4. pollution legal liability with limits of $20,000,000 per occurrence and $20,000,000 annual aggregate; and
5. excess liability with limits of $10,000,000 per occurrence.

**XIV. ASSIGNMENT--**Customer may not, without prior written approval of Company, assign any part of Customer’s rights or obligations under this Agreement. Company may assign its rights, together with its obligations hereunder, to any parent, subsidiary or successor, or in connection with any sale, transfer or other disposition of all, or substantially all, of its business and assets, provided, however, that any such assignee assumes Company's obligations hereunder. Company may sub-contract parts of its obligations to qualified parties.

**XV. ENTIRE AGREEMENT**­**--**This Agreement, including the Pricing Addendum and WPQ approved by the Parties, contains the entire agreement between the Parties with regard to the matters dealt with in this Agreement. No modifications or amendments shall be of any force or effect unless they are in writing and signed by the Parties to be bound. This Agreement supersedes and takes precedence over any prior agreement between the Parties.

**XVI. GOVERNING LAW--**This Agreement shall be governed by and construed in accordance with the internal laws of the state where disposal occurs or, if no disposal occurs, the state where the majority of Company’s services are performed, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

**XVII. NOTICE--**Any notice, communication or statement required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given when delivered either in person or by registered or certified mail, postage prepaid, return receipt requested, to the person listed in the signature section of this Agreement.

**XVIII. TERM OF AGREEMENT--**The term of this Agreement shall be for a period of three years from the date written above and shall automatically renew for successive periods of one year each. Notwithstanding, either Party may terminate the Agreement upon thirty (30) days prior written notice to the other Party. Prices stated in the Pricing Addendum or otherwise agreed to

by the Parties may be changed by Company by giving Customer notice in writing of such change at least seven days before the effective date thereof. If any change in price is refused by Customer, Company may terminate this Agreement upon written notice to Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**COMPANY:** Enter USE Entity Name

By:

Name:

Title:

Date:

**CUSTOMER:** Enter Customer Name

By:

Name:

Title:

Date:

***Company shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.***

***COMPANY AND ITS AFFILIATES ARE AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYERS M/F/DISABLED/VETERAN.***