



WASTE CONNECTIONS INC.
Connect with the Future®

SPECIAL WASTE DISPOSAL AGREEMENT (NON-HAZARDOUS WASTE)

Special Waste Profile Number: _____

Generator Billing Information

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____ Fax: _____
Contact: _____

Waste Connections Subsidiary ("Service Provider")

Seabreeze Environmental Landfill
10310 FM 523
Angleton, TX 77515
Phone: (979) 864-4442 Fax: (979) 849-1691 or (800) 313-0680

Project: _____ County of Origin: _____

Additional Information: _____

- Special Waste Service.** Subject to the terms and conditions contained herein, Service Provider and Generator agree to be legally bound hereby and Service Provider agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by Generator, and which is acceptable to Service Provider as herein provided.
- Acceptable Waste.** Only those Special Wastes described in Section 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by Service Provider and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").

3. (A) Rates for Disposal:

<u>Waste</u>	<u>Disposal Method</u>	<u>Disposal Rate:</u>	<u>Fees / Taxes / Misc.</u>	<u>Transportation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Additional Information: _____

Generator shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

County and State of origin of Waste: _____

Cannot exceed daily volume of _____ without prior approval of Service Provider.

- Incorporation by Reference.** In addition to Special Waste Profile(s) and the Terms and Conditions of Special Waste Disposal Agreement set forth on the reverse side of this document, the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1) _____

2) _____

- Term of Agreement.** This Agreement is effective for _____ months, commencing _____ and shall automatically be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least thirty (30) days prior written notice.

SERVICE PROVIDER AND GENERATOR, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT.

X _____
GENERATOR SIGNATURE (AUTHORIZED REPRESENTATIVE)

X _____
SERVICE PROVIDER SIGNATURE (AUTHORIZED REPRESENTATIVE)

X _____
GENERATOR NAME AND TITLE (PLEASE PRINT)

X _____
SERVICE PROVIDER NAME AND TITLE (PLEASE PRINT)

X _____
DATE

X _____
DATE

Terms and Conditions of Special Waste Disposal Agreement

5. **The Agreement.** This Special Waste Disposal Agreement (this "Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any application, permit and/or approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Generator represents, warrants and covenants that the Waste delivered to Service Provider at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste". Generator shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Generator represents, warrants and covenants that the Waste delivered to Service Provider hereunder (i) will not contain any Special Waste that is not specifically described on any application which is attached hereto or which is subsequently approved by Service Provider, (ii) will meet the material description as set forth in any application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Service Provider, Generator has provided an application for such Waste and Service Provider has approved disposal of such Waste within the limitations and conditions contained in Service Provider's written notice of approval of Special Waste Disposal. Title to any and all Waste handled or disposed of by Service Provider shall at all times remain with Generator and any agent of Generator (if an agent is involved).
8. **Rights of Refusal/Rejection.** Generator shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Service Provider has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if Service Provider believes Generator has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. Service Provider shall have the right to inspect all vehicles and containers of Waste haulers, including Generator's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. Service Provider's exercise, or failure to exercise, its rights hereunder shall not operate to relieve Generator of its responsibilities or liability under this Agreement. Generator shall be responsible for, and bear all reasonable expenses and damages incurred by Service Provider, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. Service Provider, may also, in its sole discretion, require Generator to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Generator with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Service Provider. Except in an emergency, Generator's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Generator's personnel shall promptly leave the Facility. Under no circumstances shall Generator or its personnel engage in any scavenging of Waste or other materials at the Facility. Service Provider reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by Service Provider, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Generator agrees to conform to such rules and regulations as they may be established and amended from time to time. Service Provider may refuse to accept Waste from and shall deny an entrance license to, any of Generator's personnel whom Service Provider believes is under the influence of alcohol or other chemical substances. Generator shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Service Provider.
10. **Charges and Payment.** Payment shall be made by Generator within ten (10) days after receipt of invoice from Service Provider. In the event that any amount is overdue, Service Provider may terminate this Agreement. Generator agrees to pay a finance charge equal to the maximum interest rate permitted by law. Generator shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Service Provider, from time to time, may modify its rates upon thirty (30) days written notice to Generator.
11. **Termination.** Generator's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Generator materially default in any of its obligations hereunder, then Service Provider may immediately terminate this Agreement and Generator shall be liable for all costs and damages incurred by Service Provider.
12. **Driver's Knowledge and Authority.** Generator represents, warrants and covenants that its drivers who deliver Waste to Service Provider's Facility have been advised by Generator of Service Provider's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Service Provider's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste" and "Hazardous Substances" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Service Provider's Facility.
13. **Indemnification.** Generator shall indemnify, defend and hold harmless Service Provider and its subsidiaries, affiliates and parent corporations, as applicable, and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys fees arising under federal, state or local laws, regulations or ordinances, or relating to the content of the Waste, or arising out of or in connection with any breach of this Agreement or arising out of the negligence or willful misconduct of Generator or Generator's employees, agents, subcontractors or representatives thereof, including, without limitation, the negligent collection, transportation and disposal of Waste by Generator or Generator's employees, agents, subcontractors or representatives thereof. Generator shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Service Provider as to the content of the Waste following discovery of potentially Unacceptable Waste. This indemnification and other obligations stated in this Section 13 shall survive the termination of this Agreement.
14. **Insurance.** Generator shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:
- | Coverages | Minimum Amounts of Insurance |
|-----------------------|-----------------------------------|
| Worker's Compensation | Statutory |
| General Liability | \$1,000,000 combined single limit |
| Automobile Liability | \$500,000 combined single limit |

All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Generator being allowed on Facility premises, Generator shall provide Service Provider with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire or lapse, or be changed

without thirty (30) days advance written notice to Service Provider. Generator warrants that it will secure the above minimum amounts of insurance from any transportation of the Waste to the Facility.

15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Generator from delivering Waste to the Facility, Service Provider shall have the right, at its option, to reduce, suspend or terminate Generator's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Generator's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by Generator and shall give Service Provider the right to immediately terminate this Agreement:
- A petition for reorganization or bankruptcy filed by or against Generator.
 - Failure by Generator to pay any amounts due to Service Provider.
 - Any breach by Generator of any of its obligations pursuant to the Agreement.

Generator shall be liable for and shall indemnify, defend and hold harmless Service Provider from any losses, claims expenses or damages incurred by Service Provider as a result of termination hereunder.

17. **Assignment.** Generator may not assign, transfer or otherwise vest in any other Service Provider, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of Service Provider, provided, however, that Service Provider may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Waste other than in accordance herewith. Service Provider reserves the right to immediately terminate access to the Facility by Generator and Generator's personnel in the event of breach or violation by Generator of any of the terms of this Agreement, Service Provider's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** Generator has a continuing obligation to inform Service Provider of any new information, or information not previously provided to Service Provider by Generator which may affect the acceptability of the Waste by Service Provider. Further, Generator shall comply with all Service Provider requests for evidence of Generator's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate application or, (iii) re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow Service Provider to re-sample the Waste at Generator's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or (v) all of the above.
20. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to Service Provider or Generator at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
21. **Liquidated Damages.** In the event that this Agreement is terminated by Generator in a manner not in accordance with Section 4 hereof, or terminated due to a breach of this Agreement by Generator, Generator shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or Generator's most recent monthly charge multiplied by six (6). Generator shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. Generator acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of Service Providers and hiring of employees undertaken by Service Provider to service its customers, including Generator. This liquidated damages clause in no way relieves Generator from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.
22. **Miscellaneous**

- This Agreement shall be governed by the laws of the State in which the Facility is located.
- No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
- No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
- Generator shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or date) regarding Service Provider's plans, programs, plants, processes, products, costs, equipment or operations which may come within the knowledge of Generator or its employees in the performance of this Agreement, without in each instance securing the prior written consent of Service Provider.
- If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Generator which is in addition to or different from the provisions of this Agreement shall be deemed objected to by Service Provider and shall be of no effect.
- Generator represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless Service Provider from any breach thereof.
- It is the understanding and agreement of the parties that Service Provider is an independent contractor, and is not an agent, nor an authorized representative of Generator.

GENERATOR: X _____

SERVICE PROVIDER: X _____