



WASTE CONNECTIONS INC.  
Connect with the Future®

# AGENT SPECIAL WASTE DISPOSAL AGREEMENT (NON-HAZARDOUS WASTE)

Special Waste Profile Number: \_\_\_\_\_

### Agent 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**  
\_\_\_\_\_

### **Name of Waste Generator ("Generator")**

**Project:** \_\_\_\_\_ **County of Origin:** \_\_\_\_\_

**Generator Address:** \_\_\_\_\_

**Additional Information:** \_\_\_\_\_

- Special Waste Service.** Subject to the terms and conditions contained herein, Service Provider and Agent 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 Agent, 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:** \_\_\_\_\_

Agent 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.

(B) **Incorporation by Reference.** In addition to Special Waste Profile(s) and the Terms and Conditions of Agent 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 AGENT, 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 \_\_\_\_\_  
AGENT SIGNATURE (AUTHORIZED REPRESENTATIVE)

X \_\_\_\_\_  
SERVICE PROVIDER SIGNATURE (AUTHORIZED REPRESENTATIVE)

X \_\_\_\_\_  
AGENT NAME AND TITLE (PLEASE PRINT)

X \_\_\_\_\_  
SERVICE PROVIDER NAME AND TITLE (PLEASE PRINT)

X \_\_\_\_\_  
DATE  
{00016390.DOC.2}

X \_\_\_\_\_  
DATE

# Terms and Conditions of Agent Special Waste Service Agreement

5. **The Agreement.** This Agent 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.** Agent 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". Agent 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.** Agent 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 and 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, Agent 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. Title to any and all Waste handled or disposed of by Service Provider shall at all times remain with Generator and Agent.
8. **Rights of Refusal/Rejection.** Agent 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 Agent 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 of Waste haulers, including Agent'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 Agent of its responsibilities or liability under this Agreement. Agent 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 Agent to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Agent 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, Agent's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Agent's personnel shall promptly leave the Facility. Under no circumstances shall Agent 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. Agent 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 Agent's personnel whom Service Provider believes is under the influence of alcohol or other chemical substances. Agent 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 Agent 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. Agent agrees to pay a finance charge equal to the maximum interest rate permitted by law. Agent 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 Agent. Agent hereby agrees that Service Provider's right to receive payments under this Agreement is unconditional and is not conditioned upon Agent first receiving payment from Generator or any other party.
11. **Termination.** Agent's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Agent materially default in any of its obligations hereunder, then Service Provider may immediately terminate this Agreement and Agent shall be liable for all costs and damages incurred by Service Provider.
12. **Driver's Knowledge and Authority.** Agent represents, warrants and covenants that its drivers who deliver Waste to Service Provider's Facility have been advised by Agent 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.** Agent 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 Agent or Agent's employees, agents, subcontractors or representatives thereof, including, without limitation, the negligent collection, transportation and disposal of Waste by Agent or Agent's employees, agents, subcontractors or representatives thereof. Agent 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.** Agent 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 Agent being allowed on Facility premises, Agent 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 be changed without thirty (30) days advance

written notice to Service Provider. Agent 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 Agent from delivering Waste to the Facility, Service Provider shall have the right, at its option, to reduce, suspend or terminate Agent's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Agent'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 Agent and shall give Service Provider the right to immediately terminate this Agreement:
  - (i) A petition for reorganization or bankruptcy filed by or against Agent.
  - (ii) Failure by Agent to pay any amounts due to Service Provider.
  - (iii) Any breach by Agent of any of its obligations pursuant to the Agreement.

Agent 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.** Agent 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 Agent and Agent's personnel in the event of breach or violation by Agent 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.** Agent has a continuing obligation to inform Service Provider of any new information, or information not previously provided to Service Provider by Agent and/or Generator which may affect the acceptability of the Waste by Service Provider. Further, Agent shall comply with all Service Provider requests for evidence of Agent'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 Agent'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 Agent'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 Agent 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 Agent in a manner not in accordance with Section 4 hereof, or terminated due to a breach of this Agreement by Agent, Agent shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or Agent's most recent monthly charge multiplied by six (6). Agent shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. Agent acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of landfills and hiring of employees undertaken by Service Provider to service its customers including Agent. This liquidated damages clause in no way relieves Agent From its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.
22. **Miscellaneous.**
  - (i) This Agreement shall be governed by the laws of the State in which the Facility is located.
  - (ii) 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.
  - (iii) 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.
  - (iv) Agent 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 Agent or its employees in the performance of this Agreement, without in each instance securing the prior written consent of the other Service Provider.
  - (v) 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.
  - (vi) 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 Agent 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.
  - (vii) Agent 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.
  - (viii) 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 Agent. It is the further understanding and agreement of the parties that Agent is an authorized representative of Generator.

AGENT: X

SERVICE PROVIDER: X