

## ENVIRONMENTAL SERVICES TERMS AND CONDITIONS

**1. APPLICATION.** Contractor is engaged in the business of providing environmental and industrial services, goods, and equipment, including, but not limited to, waste or other material management, emergency response, remediation, cleaning, vacuuming, decontamination, demolition, containment, transportation, treatment, recycling, disposal, and related services (collectively, “Services”). These Environmental Services Terms and Conditions (“Terms”) are made a part of each proposal, quote, pricing addendum, price confirmation, work order, work authorization, work acknowledgement, purchase order, or other similar document within which Contractor provides pricing for Services (“Pricing Document”), unless the Services are subject to an existing contract between the Parties, in which case the existing contract shall govern with respect to any conflicting provisions. Customer and Contractor may be referred to herein as “Parties” and individually as “Party”. These Terms along with the applicable Pricing Document and Waste Documentation are together referred herein as the “Agreement”.

**2. RESPONSIBLE PARTY.** All Services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. does not itself perform any Services. The operating entity providing Service and responsible for all obligations to Customer is identified on Customer’s Pricing Document and/or invoice (“Contractor”). Customer acknowledges that any claims it may have relating to the Services may be brought against only the operating entity providing the Service.

**3. PRICING DOCUMENT.** Contractor will have no obligation to perform Services not expressly described in a Pricing Document. Upon acceptance of a Pricing Document, Customer authorizes Contractor to immediately commence performance of the requested Services as Contractor deems necessary. Customer further authorizes Contractor, unless otherwise stated in the Pricing Document, to determine all aspects of the Services in Contractor’s sole discretion. The Agreement will govern in the event of any conflict with the terms of any Customer provided document.

**4. WASTE SERVICES.** Except as otherwise directed by Contractor, prior to any management, handling, recycling, treatment or disposal of waste or other material, Customer must submit to Contractor for approval a completed waste product questionnaire, profile, manifest, or similar document describing waste to be handled (“Waste Documentation”) and provide a representative sample (if Contractor requests). Contractor is not required to perform an exhaustive analysis of the waste to identify its components, nor will any Contractor analysis relieve Customer of its responsibility to ensure the waste conforms to the approved Waste Documentation. Contractor does not guarantee that it will accept any particular type of waste upon receipt of Waste Documentation.

**A. Title and Liability.** Title, liability, and responsibility for waste will pass to Contractor upon Contractor’s acceptance of the waste at Contractor’s facility unless shipment of the waste is the responsibility of Contractor, in which event title, responsibility and liability will pass upon delivery to, and acceptance by, Contractor at the commencement of shipment. Contractor shall not take title to waste transported by third parties and/or disposed of at a third-party disposal facility. Title, liability, and responsibility for Non-Conforming Waste will always remain with Customer, regardless of whether physical possession has passed to Contractor. Under no circumstances shall Contractor be deemed the generator of any waste or other material managed under the Agreement.

**B. Non-Conforming Waste.** “Non-Conforming Waste” is any material that deviates from the description provided by Customer (including

specifications set forth in the approved Waste Documentation) or any representative sample or supporting information or analyses, or that could alter the hazard, risk, or cost assumed by Contractor in performing the Services, or cause Contractor to be in noncompliance with any permit or other authorization. If Contractor determines that any waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste, and convey it to Customer or another location. Customer will pay Contractor’s penalties, damages, and costs related to the Non-Conforming Waste including, without limitation, for injury to people or property, handling, analysis, transportation, repackaging, and time involved in conveying Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

**C. Loading and Transportation.** Transportation of waste is Customer’s responsibility unless Contractor agrees to provide transportation. If Contractor provides transportation, Customer is responsible for proper and legal loading of waste on vehicles provided or arranged for by Contractor. The Parties agree and understand that reasonable refusal by Contractor or its subcontractor to load, transport, handle, dispose of, or recycle Non-Conforming Waste will not be a breach of the Agreement.

**5. EQUIPMENT.** Equipment provided by Contractor is rented to Customer at the rates and applicable surcharges specified in the Pricing Document and pursuant to any terms included in Contractor provided documents. A fuel surcharge, based on the weekly CAA posted rate, will apply to all diesel-powered equipment unless Contractor directs otherwise in writing. Contractor will direct delivery and pick up of the equipment, at Customer’s expense. Customer acknowledges that additional fees will apply: (i) for surcharges and taxes, (ii) if Contractor provides or directs delivery, pick up, repair, maintenance, cleaning, or any other related service, (iii) if any agency assesses a fee related to the equipment, (iv) to all accessories, attachments, replacement units or parts, substitutions, additions, upgrades, and exchanges, (v) for excessive wear that reduces the life of the equipment, and (vi) as otherwise directed by Contractor.

**A. As Is Condition.** Customer accepts the equipment in “as is” condition and certifies it will inspect the equipment before use to confirm it is clean, compatible with Customer’s intended use, and in proper working condition. Contractor makes no guarantees, warranties, or other representations, express or implied, regarding the equipment as to merchantability, fitness for a particular purpose, or otherwise.

**B. Customer Responsible.** Customer will comply with all applicable statutes, ordinances, orders, rules, and regulations of all federal, state, and local governments (“Applicable Law”), in its operation and management of the equipment, and will ensure that only trained, qualified, and licensed operators of Customer use the equipment. Customer shall not assign or sublease its right to use the equipment. Customer will maintain the equipment in good repair and working order at its sole cost. Customer shall have the care, custody, and control of the equipment and assumes all risks of loss, damage, destruction, or interference with use of, and accepts responsibility for, the equipment while in its possession. Customer will not alter the equipment without Contractor’s written consent, and any alterations will become Contractor’s property. Customer shall not acquire any right, title, or interest in the equipment.

**C. Equipment Insurance.** Contractor is not obligated to confirm the existence or adequacy of Customer’s insurance, or to provide insurance for the equipment for Customer’s benefit. Without limiting the obligations set forth in Section 13, Customer will maintain insurance

against equipment loss, theft, damage, and destruction, in an amount greater than or equal to the equipment's full replacement value, with loss payable to Contractor. Customer will also maintain sufficient comprehensive general all-risk liability insurance, including product liability coverage, insuring Contractor and Customer with a severability of interest endorsement or its equivalent, against all loss or liability for damages either to persons or property or otherwise, which might occur in connection with the condition, use, or operation of the equipment. Customer will provide Contractor with a certificate of insurance along with copies of endorsements that confirms such insurance coverage, designates Contractor as loss payee and/or additional insured, and provides that said insurance will not be invalidated by any act, omission, or neglect of Customer and cannot be cancelled without 30 days prior written notice to Contractor.

**D. Access.** Customer's site must be accessible for the size and type of equipment rented. If any vehicle or other equipment provided by Contractor arrives at Customer's site and cannot be delivered or picked up as intended due to inaccessibility, Customer will be responsible to pay the full transportation charge, any applicable minimum charge, and any applicable portal-to-portal technician fee.

**E. Rental Termination.** Upon termination of any equipment rental, Contractor will arrange to pick up the equipment at Customer's cost, and Customer will ensure the equipment is in the same or better condition as when initially received by Customer, with the interior and exterior clean and free of any foreign matter. Contractor may perform, in its discretion, any additional cleaning, at Customer's expense. If Customer fails to provide access to the equipment, Contractor is authorized to proceed by any lawful means to recover the equipment, and Customer will pay all costs related to Contractor's repossession, repair, and cleaning.

**6. EMERGENCY RESPONSE.** All emergency response related Services are provided at Contractor's current standard rates, unless otherwise quoted by Contractor. Customer acknowledges that Contractor's provision of response related Services is on an as-available basis, does not guarantee Contractor's response or a response within a specific timeframe, and Customer may not name Contractor in its state or federal contingency plan. Customer also acknowledges that Contractor does not represent or warrant that it will recover any specific quantity of waste or that it will achieve any specific level of cleanliness. **CONTRACTOR DOES NOT REPRESENT OR WARRANT, AND CUSTOMER WAIVES ANY CLAIMS, THAT ITS SERVICES WILL RENDER ANY REAL OR PERSONAL PROPERTY SAFE FOR HUMAN ACTIVITY OR OCCUPATION OR IN COMPLIANCE WITH ANY APPLICABLE LAW.**

**7. REMEDIATION; RESTORATION.** In Contractor's performance of assessment and remediation Services, Contractor does not guarantee that all sources of possible contamination will be identified or that all contaminants will be detected, properly identified, remediated, or removed. Contractor will exercise reasonable care to minimize damage to the site. Customer acknowledges that, despite Contractor's reasonable care, some damage may occur in the normal course of the Services and agrees that Contractor will not be liable for such damage and will be entitled to additional compensation if it is asked to perform restoration services or other services not expressly included in the scope of Services.

**8. ON SITE SERVICES.** Customer shall ensure unobstructed access to Customer's site and/or area to be serviced. Customer shall inform Contractor of any known hazards or risks associated with the site, and Customer represents and warrants that it maintains and shall maintain a safe working environment for Contractor's personnel. If, in its sole discretion, Contractor discovers any hazardous or unsafe working condition, Contractor shall have the right to immediately take action to mitigate such unsafe conditions, and Contractor shall be under no obligation to continue performing any of the Services until such action is complete and the site is safe. Customer shall inform Contractor in writing

of any site-specific conditions or requirements that will impact the performance of the Services prior to the commencement of Services.

**9. CHANGES.** Contractor's proposed compensation will represent its best estimate considering the costs, effort, and time it expects to expend in performing the Services based on its reasonable assumptions of the conditions and circumstances under which the Services will be performed. As the Services are performed, conditions may change or circumstances outside of Contractor's reasonable control may develop which would require Contractor to expend additional costs, effort, or time to complete the Services, in which case Contractor will notify Customer and an equitable adjustment will be made to Contractor's compensation and the time for performance. Unless otherwise specified in writing, Contractor's proposed fees will assume that Contractor will not encounter any underground structures, utilities, boulders, rock, water, running sand, or other unanticipated conditions while drilling or excavating, and Contractor shall be compensated for any additional efforts expended or costs incurred in addressing such conditions. If hazardous conditions of any type or quantity not originally anticipated are discovered at the site, Contractor in its sole discretion may suspend and amend the scope of Service or terminate the Services and Contractor shall be compensated for Services performed and for costs reasonably incurred in connection with the suspension or termination.

**10. CONTRACTOR WARRANTIES.** Contractor warrants and represents to Customer:

**A.** Contractor is engaged in the business of performing the Services and has appropriate expertise, facilities, and ability to perform the Services in a lawful manner.

**B.** Contractor will provide supervision, labor, materials, tools, equipment, and subcontracted items for the performance and completion of the Services as agreed in writing between the Parties.

**C.** Contractor will perform the Services in compliance with all Applicable Law.

**11. CUSTOMER WARRANTIES & RESPONSIBILITIES.** Customer acknowledges, warrants, and represents to Contractor:

**A.** Prior to any Services, Customer will advise Contractor of all known and potential health, safety, and environmental issues associated with the site and Services. Customer will provide full and complete information regarding its requirements for the Services and will immediately transmit to Contractor any new information which becomes available or any change in plans after providing such information.

**B.** Customer will comply with all Applicable Laws and its legal responsibilities as a generator of waste, including providing all required notices regarding the Services to the appropriate government authorities.

**C.** It is Customer's responsibility to secure and pay for all necessary approvals, easements, assessments, permits, and charges required and to ensure Contractor's legal access to the site and to perform the Services.

**D.** All waste delivered to Contractor will conform to the description provided in the Waste Documentation, representative samples, supporting information, and analyses. Customer will comply with all Contractor requests for evidence of Customer's continuing compliance with the terms of the Agreement and any Waste Documentation, including, without limitation, the following: (a) providing new and/or updated Waste Documentation on waste offered for transportation and disposal; (b) providing appropriate certification that the Waste Documentation accurately reflects the waste offered for transportation and disposal; and (c) re-sampling the waste, at Customer's expense, if Contractor reasonably questions such waste's acceptability under the Agreement or any Waste Documentation.

**12. BILLING; PAYMENT.**

**A.** Unless otherwise set forth in the Pricing Document, Contractor's charges will not include any taxes, excise, fees, duties, or other

government charges related to the goods or Services provided under the Agreement, and Customer shall pay such amounts or reimburse Contractor for any amount it pays.

**B.** Unless otherwise set forth in the Pricing Document, Contractor may change the prices stated in the Pricing Document by giving Customer notice of such change at least 7 days before the effective date thereof. If any change in price is refused by Customer, Contractor may terminate the applicable Pricing Document upon notice to Customer.

**C.** Customer will pay in cash at the time waste is accepted, or at the time the Services are provided, unless credit has been approved by Contractor, in which event Customer will pay within 30 days of invoice date at the address indicated on Contractor's invoice.

**D.** Payments are not contingent upon Customer's receipt of funds from any third party including, but not limited to, owner payments, government funding, or insurance payments.

**E.** All amounts outstanding more than 30 days after invoice date will bear interest at the rate of 1.5% per month.

**F.** Customer will notify Contractor of any disputed amounts within 30 days of the invoice date. The portion of any invoice not disputed within such period will be deemed accepted by Customer. During the 10 business days following notification of a disputed amount, the Parties will attempt in good faith to resolve said amount and, if resolved, Customer will immediately pay the agreed-upon amount to Contractor.

**G.** If any undisputed invoice amount is not paid within 30 days of its due date, Contractor may suspend or terminate Services.

**13. INSURANCE.** Each Party will procure and maintain, at its expense, during the term of any Services, at least the following insurance:

**A.** Workers' compensation (Statutory) with statutory limits and employer's liability insurance (or equivalent) with a limit not less than \$1,000,000 per accident;

**B.** Commercial or general liability insurance coverage for premises and operations, contractual liability completed operations, with limits of not less than \$2,000,000 per occurrence for bodily injury, death, and property damage, adding the other Party as an additional insured to the extent of each Party's indemnification obligation;

**C.** Automobile liability insurance (including owned, non-owned and hired vehicles) with limits as required by Applicable Law or with a combined single limit for bodily injury, death and property damage of not less than \$2,000,000 per occurrence, whichever is greater; and

**D.** Pollution legal liability with limits of \$2,000,000 per occurrence.

**E.** Contractor will also maintain excess or umbrella liability with limits of \$5,000,000 per occurrence.

**F.** Each Party will furnish the other Party, upon request, insurance certificate(s) evidencing the above coverages.

#### **14. INDEMNIFICATION.**

**A. Contractor Indemnification.** Contractor will indemnify, defend, and hold harmless Customer, its officers, directors, employees, and agents from any civil penalties, costs, damages, claims, and causes of action, including court costs and reasonable attorney fees, that are brought or incurred on account of death or bodily injury to any person; damage to any property; injury to, destruction of, or loss of natural resources; or any violation of Applicable Law ("Losses") to the extent arising out of Contractor's negligence, willful misconduct, or breach of the Agreement. Contractor's obligation to indemnify shall not extend to Losses for which Contractor is immune from liability under Applicable Law.

**B. Customer Indemnification.** Customer will indemnify, defend, and hold harmless Contractor, its parent, affiliates, and each of their officers, directors, employees, and agents ("Contractor Indemnitees") from any Losses to the extent arising out of Non-Conforming Waste or

Customer's negligence, willful misconduct, or breach of the Agreement. Customer also indemnifies, defends, and holds harmless, Contractor Indemnitees from any Losses related to the equipment provided by Contractor, except to the extent caused by Contractor's negligence or willful misconduct.

**C. Consequential Damages.** Unless awarded by a court to a third party in a Loss subject to indemnification hereunder, neither Party will be liable, and each Party waives any claims against the other, for any indirect, consequential, special, or punitive damages including, but not limited to, lost revenues, lost profits, or loss of prospective economic advantage, whether or not the Party was advised of the possibility of such damages.

**15. INDEPENDENT CONTRACTOR.** Neither Contractor nor any of its employees will ever be considered Customer's employee, agent, or representative under the Agreement. Contractor will be an independent contractor for purposes of the Agreement and will exercise exclusive control of the operation and activities of its employees, agents, and subcontractors. Neither Party will have any authority to employ any person as an employee, agent, or subcontractor on behalf of the other.

**16. CONFIDENTIALITY.** Contractor and Customer will treat as confidential and not disclose to others, except as required by law or legal process or necessary to perform the Services, any non-public information regarding the other Party's plans, business, facilities, processes, products, prices, costs, equipment, operations, or customers which it may learn during the Agreement.

**17. FORCE MAJEURE.** Any delay or failure of either Party to perform under the Agreement, except for payment for Services rendered, will be excused to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage, or other reasons beyond the reasonable control of the Party affected. Contractor will also be excused from performance if it loses, or has suspended, any license, permit, or other authorization necessary for its performance. The delayed Party will provide prompt notice of such delay and work diligently to remove the cause of the delay.

**18. SEVERABILITY; WAIVER.** If any part of the Agreement becomes invalid for any reason, the validity of the remaining Agreement will not be affected. Failure or delay by either Party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision.

**19. ASSIGNMENT.** Customer may not, without Contractor's prior written consent, assign any of Customer's rights or obligations in the Agreement. Contractor may assign its rights and obligations hereunder, to any parent, affiliate, or in connection with any sale, transfer, or other disposition of all, or substantially all, of its business, provided, that any assignee assumes Contractor's obligations hereunder. Contractor may subcontract parts of its obligations to qualified third parties and affiliates. The Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

**20. GOVERNING LAW.** The Agreement will be governed by and construed in accordance with the laws of the state where disposal occurs, or if no disposal occurs, the state where most of the Services are performed, without giving effect to applicable principles of conflicts of law to the extent that the laws of another jurisdiction would be applicable thereby.

**21. NOTICE.** Any notice or communication required hereunder to be in writing will be deemed to have been given when delivered by registered or certified mail, postage prepaid, return receipt requested, to the Parties' representatives who sign the Pricing Document.

Notwithstanding the foregoing, day-to-day written communications that are operational in nature may be provided via email between the Party's business contacts.

**22. ENTIRE AGREEMENT; AMENDMENT.** The Agreement contains the entire agreement between the Parties and supersedes any prior agreement between the Parties regarding any Services performed. A Customer provided document will apply only to the extent necessary to initiate the Services; no terms or conditions included in a Customer-provided document will apply. Under no circumstances will Contractor's acknowledgement (including a signature) upon any Customer-provided document amend this Agreement. No modifications or amendments hereto will be effective unless they are in writing and signed by both Parties.

**23. SURVIVAL.** All rights, duties, and responsibilities of any Party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the termination or expiration of this Agreement.

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