

Additional Terms and Conditions of Trash and/or Recycle Materials Hauling Disposal or Recycle Service Agreement

Angelo's Aggregate Materials, LTD (d/b/a Angelo's Recycled Materials) ("Contractor") and Customer acknowledge and agree to the following terms and conditions of the Trash and/or Recycle Materials Hauling Disposal or Recycle Service Agreement, together with the pricing terms set forth herein above, ("Agreement") and agree as follows:

General. Contractor will provide container(s) to Customer for use as refuse receptacles at the location(s) designated by Customer, will pick-up Container(s) when loaded, and dispose of Container's contents, pursuant to the terms of this Agreement. Customer acknowledges and agrees that Customer's employees may not assist or interfere with Contractor's trucks during delivery or pick-up of Containers. Customer agrees to pay for the services set forth herein pursuant to the terms of the Pricing agreement attached hereto and incorporated by this reference.

Loading Level & Weight Instructions. Customer is responsible for loading Container(s) and for materials placed in Container. Customer must load materials in Container so that weight is distributed evenly and so that the materials are level across the interior of the Container. All materials must fit within interior of Container and must not extend above the side or top rails. Customer agrees not to overload Container, either by volume or weight, or alter Container(s) in any way to accommodate more material. To avoid overloading, Customer must not put dirt, concrete & asphalt in C&D container loads. Customer agrees to use Container(s) only for the purpose intended. Customer must close and lock Container's door before loading, but must not force Container's door to close if blocked. Customer shall be solely responsible for any damage to Container caused by overloading or misuse.

Acceptable Materials. Customer agrees to fill Container only with acceptable materials which means yard trash, construction and demolition debris, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved, that are not expected to produce leachate that poses a threat to public health or the environment. As used herein, "Construction and demolition debris" means discarded materials generally considered to be not water soluble and non

hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and *de minimis* amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

Customer shall not place unacceptable materials in Container(s) as defined herein. Customer is responsible for the entire contents of Container and shall be deemed the rightful owner of all of Container's contents until the contents have been disposed and accepted, without protest, by the disposal facility. If any Container contents are not allowed by this Agreement or any State, County, City, or Federal agency, Customer is responsible for any and all associated charges, fees, penalties or other costs, including without limitation, cleanup, monitoring, legal fees, penalties or other charges arising out of and associated with unauthorized material disposal. Customer is responsible for any additional fees for management and disposal of unacceptable or hazardous substances or materials assessed by any landfill or disposal/recycling facility. Alternatively, in its sole discretion, Contractor may return any unacceptable, hazardous or other materials to Customer at Customer's expense.

Unacceptable & Hazardous Materials. Customer agrees to obtain all necessary permits and approvals and ensure compliance with all ordinances, rules, regulations and laws for use of the equipment. Customer understands and agrees that Contractor does not accept hazardous or unacceptable substances and Customer must not place any such hazardous or unacceptable substances or materials in Container. As used herein, (a) unacceptable substances or materials include, without limitation, batteries, paint, oils, pressurized or aerosol containers of any kind, electronics, Class I (municipal solid) waste, white goods, all liquids, railroad ties, solvents, tires, and pressure or CCA treated wood; (b) hazardous substances include, without limitation, lead chips, herbicides & pesticides, toxic materials, hazardous waste materials, explosives, and any substances or materials (i) identified in Section 101(14) of CERCLA, 42 USC § 9601(14) or (ii) determined to be toxic, a pollutant or contaminant under federal, state or local law, ordinance, rule or regulation, or judicial or administrative order or decision, including, without limitation, petroleum and petroleum products as defined in Sec. 376.301 (10), Florida

Statutes, as amended from time to time.

Jobsite Accessibility. Customer must provide sufficient, unobstructed access to the jobsite location where the Container is to be placed such that Contractor may safely deliver and pick-up Container(s). Customer must maintain the area where the Container(s) is placed at the jobsite such that Contractor may access Container(s), at all times, and may promptly unload Container upon arrival at the jobsite. In the event Container is not accessible upon arrival at the jobsite, Contractor may charge a blank trip charge, at the rate set forth in the Pricing agreement, and return at a later time to perform its service.

Legal Load Limits. Customer must comply with all Federal and State legal load limits. If Contractor assumes a load to be overweight, Contractor has the right to leave the Container on the jobsite and charge a blank trip fee, at the rate set forth in the Pricing sheet, above.

Contaminated Loads. Concrete, asphalt, or dirt loads that are contaminated with other types of C&D, CLIII, or CLI wastes will be charged contaminated load rates, at the rate(s) set forth in the Pricing sheet, above. These loads will be charged the original fee as stated in the Pricing agreement plus a tonnage rate multiplied by the total tonnage on that load. Additional charges could include hauling and disposal fees. The tonnage rate will be determined by the type of contaminated waste in the load and disposal facility used.

Demurrage Fee. Customer is responsible for inactivity fee (Demurrage Fee) on any Container(s) that has remained inactive for ten (10) days or more at a rate pursuant to the terms of the Pricing sheet, set forth above. Inactive is defined as having no service provided by the Contractor to the Container within a 10 day period.

Damages. Customer guarantees that the right of way provided by Customer for Contractor's equipment is able to bear the weight in whole of the contents of the Container as loaded by Customer, vehicle, and all necessary equipment to provide the services under this Agreement. Customer agrees to indemnify and hold harmless Contractor from any and all damages caused, directly or indirectly, tangible and intangible, to property where the Container(s) is delivered and placed, including but not limited to driveways, pavement, pavement markings, road surfaces, overhead obstructions, septic systems, wells, sewers, lawns, landscaping, sprinkler systems, and any other elements of the jobsite which come into contact with Contractor's equipment during delivery or pick-up of Container(s). Customer shall provide unobstructed access to Contractor for delivery, placement, and collection of Container. If equipment is inaccessible such that regular drop-off or pick up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide access to the jobsite and location for Container placement; provided, however, Contractor has the right to reschedule and/or charge an additional fee for a failed or delayed drop-off or delivery due to Customer's failure to provide jobsite access. Contractor retains ownership at all times of any and all equipment provided by Contractor for Customer's use pursuant to this Agreement. Customer agrees to provide proper care and safekeeping of any and all of Contractor's equipment. Customer is liable to Contractor for any loss or damage to Contractor's equipment. Customer is solely responsible for the care, security, and control of Container and its contents at all times while Container is located on Customer's jobsite. Customer agrees to indemnify, defend, and hold harmless Contractor and each of its owners, members, partners, officers, employees, or agents against all claims, damages, penalties, fines, liabilities and litigation for injury or death or loss/damage to property arising out of Customer's use, possession or operation of equipment and container contents, including court costs and attorney fees through appeal, including without limitation, any and all damages related to placement of Container at the jobsite, the weight of the delivery truck, weight of Container, and path of travel on jobsite to location for placement of Container. Customer agrees to defend, indemnify, and hold harmless Contractor from any and all costs, fines, penalties, damages, liabilities, or any other action resulting from unacceptable materials being found or placed in Contractor's containers. Costs may include and not be limited to extra trip charges, fines, disposal fees, cleanup, monitoring, testing, reasonable attorney fees, court costs, penalties, and or any other charges arising from depositing of unauthorized items in the container.

Term and Termination. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days advance notice in writing to the other party. Termination will be effective as of day after expiration of the 30 day notice period or such later date as specified in the notice. As of the effective date, Contractor will remove the Container(s) and Customer will remain responsible for making payment in full for all services provided through the effective date of termination and shall remain responsible for the contents of the Container(s) as set forth in this Agreement.

Attorney Fees. If any action or proceeding is commenced to construe or enforce this Agreement or the rights and duties of the parties hereunder, then the party prevailing in that action, and any appeal thereof, shall be entitled to recover its attorneys' fees and costs in that action or proceeding, as well as all costs and attorneys' fees of any appeal or action to enforce any judgment entered therein.

Jury Trial Waiver. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO

REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Payment and Charges. All payments are due and payable upon receipt of each invoice. Any charges not paid within thirty (30) days of the date of the invoice shall be deemed past due. Contractor shall impose a late charge and Customer agrees to pay a late charge of 5% of the past due balance or the highest amount allowable by law, whichever is greater. Also, a charge up to the maximum allowed by law will be assessed to checks returned for insufficient funds. Charges are subject to inflation adjustments based on three benchmark rates shown on pricing sheet: diesel fuel, CPI and disposal costs. One third of the price charged is subject to inflation due to changes in diesel fuel for Lower Atlantic Region on eia.gov website. One third of price charged is subject to inflation in CPI 12-month average. One third of price subject to inflation based on disposal fees.

Excused Performance. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the party shall use reasonable efforts which are consistent with accepted practices in the construction industry to resume performance as soon as practicable under the circumstances.

Mutual Indemnification. Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorneys' fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement.

Customer:

Signature _____ Print Name _____ Date _____

**Addendum to Trash and/or Recycle Materials Hauling
Disposal or Recycle Service Agreement For Concrete**

Angelo's Aggregate Materials, LTD (d/b/a Angelo's Recycled Materials) ("Contractor") and Customer hereby enter into this Addendum to Trash and/or Recycle Materials Hauling Disposal or Recycle Service Agreement For Concrete, together with the pricing terms and additional terms and conditions set forth herein above, ("Concrete Agreement") and agree as follows:

General. All Concrete shall remain within the confines of Container. Customer is responsible for loading Container such that all contents, including Concrete, is uniformly distributed across the interior of Container and shall not exceed the height of 18 inches below the top or sides of Container. Customer must use its best efforts to distribute the weight of the contents uniformly across the interior of Container. Customer agrees not to overload Container.

Legal Load Limits. Customer must comply with all Federal and State legal load limits. If Contractor assumes a load to be overweight, Contractor has the right to leave the Container on the jobsite and charge a blank trip fee, at the rate set forth in the Pricing agreement. For any loads that are determined to be overweight by the disposal facility, Contractor may charge overweight fees, per the Pricing agreement, per occurrence. To minimize overweight loads, Customer may not deposit dirt, concrete & asphalt in C&D container loads.

All roofing tile, including concrete tiles, will be considered C&D material. Concrete tiles are composed of considerable amounts of sand which breaks down to dust and sand that cannot be mixed with concrete for redistribution. Cinder blocks will be considered as concrete.

Contaminated Loads. Concrete and asphalt loads that are contaminated with other types of C&D, CLIII, or CLI wastes will be charged contaminated load rates. These loads will be charged the original fee as stated in the Pricing agreement plus a tonnage rate multiplied by the total tonnage on that load. The tonnage rate will be determined by the type of contaminated materials in the load and the disposal facility used.

Customer:

Signature _____ Print Name _____ Date _____

