

## HAULING, GENERAL SITE SERVICES & DISPOSAL AGREEMENT

### STANDARD TERMS & CONDITIONS

This document is a part of the **Waste Hauling, General Site Services & Disposal Agreement**, which agreement consists of (a) these standard terms and conditions, (b) each and every document pertaining to pricing (the "Pricing Document(s)"), and (c) any documents made a part of the Agreement by reference, including any such documents which are located on Company's website, entered into on and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"). This Agreement is effective as of \_\_\_\_\_, 202\_\_, and is between the Customer named below, on its and its subsidiaries and affiliates behalf (collectively, "Customer" or "You" or "Your") and Blue Bear Waste Services, LLC (the "Company"). Customer and Company agree as follows:

1. **SERVICES PROVIDED.** Company will provide You with one or more of the following Services as requested by You:
  - a. Trash Service for Customer's Industrial Waste.
  - b. Subcontracted services for common construction services such as portable restrooms, site fencing, and storage containers.
  - c. Such other services as agreed between the parties.
2. **PRICING AND PAYMENT.**
  - a. **Pricing.** You will pay the rates set forth on the Pricing Document(s). Rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel, or environmental compliance fees or costs; any change in the composition of the Industrial Waste; and increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state, or federal laws or regulations, imposition of taxes, fees, or surcharges and acts of God such as floods, fires, etc. Increases in charges for reasons other than as provided above require Your consent which may be evidenced verbally, in writing, or by the actions and practices of the parties.
  - b. **Payment.** You must pay the rates, including any installation or rental charges, in full at time of service unless approved for a credit account, in which case You shall pay the rates in full within 30 days of receipt of each invoice from Company. If not timely paid, You shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) per month. See Company's website at \_\_\_\_\_ for Company's bad check policy, which policy is made a part of this Agreement by this reference.
3. **HANDLING OF WASTE.** All capitalized terms in this paragraph are described and defined in the document titled **Definitions to Hauling, General Site Services & Disposal Agreement** which is located on Company's website at \_\_\_\_\_, and is made a part of this Agreement by this reference.
  - a. **Special Waste.** When Company handles Special Waste for You, You must provide Company with a Waste Profile Sheet and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, You must, at the time Company picks up the Special Waste (called "tender of delivery"), provide to Company accurate and complete documents, such as shipping papers or manifests as are required for the lawful transfer of the Special Waste under all applicable federal, state, or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this paragraph.
  - b. **Customer Warranties.** You represent and warrant that all waste material delivered by You to Company shall be in accordance with waste descriptions given in this Agreement and shall not contain any Nonconforming Waste. You, on behalf of yourself and Your subcontractors, further represent and warrant that it will comply with all applicable laws, ordinances, regulations, permits, or other legal requirements applicable to the Industrial Waste. You shall retain title to and liability for all waste delivered to Company, including Nonconforming Waste.
  - c. **Inspection; Rejection of Waste.** Company shall have the right to inspect, analyze or test any waste delivered by You, at Your expense. If Your Industrial Waste is Nonconforming Waste, Company may, at its option, reject Nonconforming Waste and return it to You or require You to remove and dispose of the Nonconforming Waste at Your expense.
  - d. **Special Handling.** If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess, and You shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety, or regulatory requirements.
  - e. **Company Warranties.** Company represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state, and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates, or approvals required by valid and applicable laws, ordinances, and regulations necessary to allow the facility to accept, treat, and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and disclaims any other warranty, whether implied or statutory, regarding the collection of Industrial Waste.
4. **EQUIPMENT RENTAL.** "Equipment" means all items for rent contained on the Pricing Document(s).
  - a. **Delivery of Equipment.** You are responsible for providing unobstructed access to the location where the Equipment is to be delivered and picked up on the scheduled delivery and collection days. Examples of obstructed access include: unmarked utility lines and underground structures, damaged driveways, and insufficient access. You assume all risk and liability for such obstructions. If the Services cannot be performed when scheduled, Company will charge a trip charge, also known as a dry run fee.
  - b. **Ownership and Use of Equipment.** Any Equipment furnished by Company shall remain the property of Company; however, You acknowledge that You have care, custody, and control of the Equipment while at your location. You accept responsibility for all loss or damage to the Equipment (except for normal wear and tear or for loss or damage resulting from Company's handling of the Equipment) and for all loss or damage to the Equipment's contents. **YOU ASSUME ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT YOU ARE AT FAULT.** You shall not overload (by weight or volume), move or alter the Equipment. Further, You shall use the Equipment only for its proper intended purpose, and not for any other reason whatsoever, including using the Equipment for compaction services, or permitting compaction services in or on the Equipment, which is strictly forbidden.
  - c. **Maintenance and Safekeeping.** Maintenance and safekeeping of the Equipment while in Your possession is Your responsibility. You understand the Equipment may be adversely affected by weather conditions, such as snow, wind, rain and sleet. You are responsible for all damage caused by such weather conditions, including by way of example only fences, portable toilets, and privacy screens that are blown over by the wind.
  - d. **Insurance and Incidents.** Your insurance requirements, and the procedure You must follow in the event of an incident involving the Equipment, are set forth in Company's website at \_\_\_\_\_, which requirements are made a part of this Agreement by this reference.
  - e. **Fencing.** You have five (5) calendar days from the time of the Equipment delivery to (a) identify any preexisting damages to any fencing which may be at the delivery location, and (b) report these damages to Company. If Company has not received such a notification from You, You will be deemed to accept the fencing in an "AS IS" condition and will be responsible for any and all damages upon the conclusion of the rental.
  - f. **Equipment Warranties.** See Company's website at \_\_\_\_\_ for Company's warranty policy, which is made a part of this Agreement by this reference.
5. **INDEMNIFICATION.**
  - a. **Customer's Indemnification.** You shall defend, indemnify and hold harmless Company against any liabilities, loss, and obligations asserted including without limitation claims, actions, judgments, assessments, charges, fines, penalties, debts, damages, costs or expenses of any kind (including without limitation reasonable legal fees and costs), suffered, incurred or accrued by Company, its affiliates and their respective members, officers, directors, employees, agents and contractors, as a result of or attributable to: (a) Your tender of delivery of Nonconforming Waste; (b) Your use, operation, or possession of the Equipment, including Your transportation, loading and unloading; (c) bodily injuries (including death), property damage, theft, loss,

destruction, or any violation or alleged violation of law; (d) Services that were provided by Company as a result of Your failure to notify Company of potential problems in advance of the Services; and (e) Your breach of this Agreement.

- b. **Company's Indemnification.** Subject to the provisions of paragraph 6d on limitation of liability, Company shall defend, indemnify and hold You harmless against any liabilities, loss, and obligations asserted including without limitation claims, actions judgments, assessments, charges, fines, penalties, debts, damages, costs or expenses of any kind (including without limitation reasonable legal fees and costs), suffered, incurred or accrued by You, Your affiliates and their respective members, officers, directors, employees, agents and contractors, as a result of or attributable to Company's gross negligence or willful misconduct: (a) during the collection or transportation of Your Industrial Waste by Company, or (b) as a result of the disposal of Your Industrial Waste, after the date of this Agreement in a registered facility, provided that Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

6. **OTHER PROVISIONS.**

- a. **Excuse of Performance.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, and the affected party shall be excused from performance during the occurrence of such events.
- b. **Notices and Termination.** Company may immediately terminate this Agreement, (a) in the event of Your breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if You become insolvent, or the subject of a receivership, reorganization dissolution, or similar law, or make an assignment for the benefit of its creditors, or if Company deems itself insecure as to payment. Any notice of termination, nonpayment, breach or otherwise, shall be considered valid and deemed given when delivered in person, by email, or by certified mail.
- c. **Miscellaneous.** The prevailing party will be entitled to recover reasonable attorneys' fees and court/arbitration costs in interpreting or enforcing this Agreement. In the event You fail to pay Company all amounts due hereunder, Company will be entitled to collect all collection costs or expenses, including lien processing fees, reasonable attorney's fees, court/arbitration costs, or handling fees for returned checks from You. The validity, interpretation, and performance of this Agreement shall be construed in accordance with the laws of the state of Colorado, without regard to conflict of laws. Any action brought for the enforcement or any of the terms, conditions, or provisions of this Agreement (unless arbitration is elected by Company) shall be brought only in a state court of competent jurisdiction in the City and County of Denver in the State of Colorado, and each party hereby agrees to submit to the jurisdiction of such court and agrees that venue in such court is proper. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same. This Agreement shall be binding on all parties' successors and assigns. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect. Your payment obligation for Services and the warranties and indemnification made by each party shall survive termination of this Agreement. In the event of a conflict between this Agreement and any Customer document which may be deemed to be a part of a contract between the parties, the terms of this Agreement shall control.
- d. **Limitation of Company's Liability.** IN CONSIDERATION OF THE SERVICES, YOU AGREE THAT COMPANY'S LIABILITY UNDER THIS AGREEMENT, INCLUDING ANY LIABILITY ARISING FROM COMPANY'S, COMPANY ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.
- e. **Jury Trial Waiver.** ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS AGREEMENT, CUSTOMER AND COMPANY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS AGREEMENT.
- f. **Agreement & Class Action Waiver.** AT THE ELECTION OF COMPANY, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

Blue Bear Waste, LLC

\_\_\_\_\_ [Customer Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_