

**PVT LAND COMPANY LTD.**  
87-2020 Farrington Hwy, Waianae, Hawaii 96792  
Tel: (808) 668-4561 Fax: (808) 668-1368

**AGREEMENT (ASBESTOS)**

This Agreement dated \_\_\_\_\_, by and between PVT LAND COMPANY LTD. ("PVT") and \_\_\_\_\_, ("User"), whose principal business address is \_\_\_\_\_, business telephone number is \_\_\_\_\_, and business fax number is \_\_\_\_\_ will allow User to dispose acceptable asbestos material in PVT Landfill ("landfill") in accordance with the terms and conditions of this Agreement.

1. **LANDFILL HOURS.** Subject to change without notice, the landfill will only accept asbestos on Tuesdays and Thursdays from 7:00 a.m. to 1:00 p.m, unless canceled due to rain. All asbestos loads must be scheduled twenty-four (24) hours before delivery. PVT has the right to turn away any load that is not scheduled. Further, PVT reserves the right to close and deny disposing at the landfill at any time for any purpose, including but not limited to the purposes of repair, maintenance and renovation of the landfill.

2. **RATES.** The rates and charges for disposing of asbestos material at the landfill are available for inspection at PVT's office or may be requested by contacting PVT. User acknowledges that these rates and charges are subject to change by PVT without notice.

3. **WASTE MATERIAL DESCRIPTION AND SITE UTILIZATION.** Materials received at the landfill include friable asbestos, such as roofing, ceiling and insulating materials, and fixed asbestos. All asbestos containing material ("ACM") that is brought into landfill is required to be prepared for disposal as though the ACM were friable, even if it has been determined to be non-friable. All ACM must be thoroughly wet down or encapsulated prior to containment by the operator preparing the debris for disposal. All ACM will be double bagged or double wrapped in plastic with a minimum thickness of six (6) millimeters. The User will make every reasonable effort to avoid the release of any ACM at the landfill. All bagged or wrapped ACM must display asbestos hazard warning labels, as well as labels that have the owner's name, address and telephone number. Any chemical (e.g., solvent used to remove VAT mastic) added to the ACM waste must be pre-approved by the landfill's Operation Manager prior to acceptance for disposal. All loads of ACM must be accompanied by a properly executed Asbestos Waste Shipment Record. All other applicable State and Federal Regulations concerning this waste stream must be met prior to acceptance of this waste stream for disposal. It is the responsibility of the User to know and comply with these regulations.

User shall not dispose any materials prohibited under any federal, state or local laws, ordinances or regulations, as they may be amended. Also, User shall not dispose at the landfill household debris, petroleum-contained materials, tires and all car parts, paper waste, appliances, barrels-drums, paints/solvents, sealers, adhesives, polychlorinated biphenyls ("PCB"), flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including but not limited to, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials," or "toxic substances," under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Substances, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Section 7401, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, the Clean Air Act, 42 U.S.C. Sections 7401 through 7626; and any similar federal, state and local laws, ordinances and regulations now or hereafter adopted, published and/or promulgated pursuant thereto ("Hazardous Substance Laws"). User hereby accepts all responsibilities for screening, examining and inspecting all of User's loads to verify, ensure and guaranty that no load contains any aforementioned restricted and prohibited materials. User hereby acknowledges that PVT shall assume no responsibility for screening, examining or inspecting any or all loads delivered by User, except that User shall permit, and hereby gives its consent, to allow PVT to examine, screen and/or inspect any or all loads at any time at User's expense. User agrees that if any load contains any restricted or prohibited materials, User shall be responsible for the payment of any such loads, at regular PVT rates, and shall also be responsible for any additional fees for the processing/return of such loads, as determined from time to time by PVT.

4. **INSURANCE.** As a condition to the approval of this Agreement by PVT, User hereby agrees to provide PVT with a Certificate of Insurance which demonstrates that PVT has been named as an additional insured on User's insurance policy. Also, User, or User's insurance company must notify PVT of any and all changes made to such policy.

5. **INDEMNIFICATION.** As an integral part of this Agreement and as partial consideration for using the landfill, User hereby agrees to indemnify, exonerate, defend and hold PVT, its parent and affiliate companies as well as any and all directors, officers, employees, attorneys and agents thereof, harmless against and from and will reimburse PVT in respect of:

(a) Any and all liabilities, obligations, claims, demands, actions, losses, damages, injuries, deaths, costs and expenses (including, but not limited to, attorney's fees and costs) made against PVT which arise as a result of User's negligence, breach of contract, misconduct, acts or omissions in connection with User's use of the landfill.

(b) Any and all damage or deficiency resulting from any misrepresentation, breach or nonfulfillment of any term or provision of the Agreement, or from any misrepresentation in or omission from any Asbestos Waste Shipment Record form, document or other instrument furnished or to be furnished to PVT.

(c) Any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and any and all costs and expenses incurred in connection therewith (including, but not limited to, attorney's fees and costs), arising directly or

indirectly, in whole or in part, out of any disposing in the landfill of any restricted or prohibited materials stated in paragraph 3 above.

(d) Any and all actions, suits, proceedings, demands, claims, judgments and orders, including, but not limited to, attorney's fees and costs incident to this Agreement.

This Indemnification clause shall be enforceable and remain in force and effect during the duration of this Agreement and shall continue and remain in force and effect after the termination of this Agreement. At all times during the duration of and after the termination of this Agreement, the terms of this Indemnification clause shall be subject to all Hazardous Substance Laws now or hereafter in effect.

**USER HEREBY CERTIFIES THAT IT HAS READ, REVIEWED AND UNDERSTANDS THE SPECIFIC TERMS AND CONDITIONS OF THIS INDEMNIFICATION CLAUSE AND ALSO HEREBY EXPRESSLY AND SPECIFICALLY ACKNOWLEDGES, AGREES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS INDEMNIFICATION CLAUSE AS INDICATED BY THE FOLLOWING INITIALS OF USER OR USER'S AUTHORIZED AGENT(S).**

INITIALS: \_\_\_\_\_ DATED: \_\_\_\_\_  
INITIALS: \_\_\_\_\_ DATED: \_\_\_\_\_

This section needs to be initialed by the homeowner or an officer of the company.

6. **ACCESS CONTROL.** The landfill will accept ACM on a prearranged basis only. An Asbestos Disposal Notification form must be completed and submitted to the PVT Office in advance of any ACM being accepted for disposal. All asbestos loads must be scheduled twenty-four (24) hours before delivery and accompanied by a properly executed Asbestos Waste Shipment Record. Additionally, each Asbestos Waste Shipment Record must be signed by both the operator and transporter hauling said load to landfill. No dumping will be allowed without the Asbestos Waste Shipment Record.

7. **COMPLIANCE WITH LANDFILL POLICIES AND PROCEDURES.** User agrees to comply with PVT's landfill policies and procedures which are available for inspection at PVT's offices or which may be requested by contacting PVT. User acknowledges that these policies and procedures may be changed by PVT without notice. Failure to comply with these policies and procedures may result in the denial of disposing at the landfill.

8. **PAYMENTS.** The terms of payment shall be governed by the Credit Agreement between PVT and User, the terms and conditions of which are incorporated herein by reference.

9. **DEFAULT.** Any default of any provision of this Agreement by User may result in the immediate suspension or termination, without notice, of this Agreement at the election of PVT. Further, in the event PVT is forced to hire a collection agency or attorney to collect any monies owed to PVT under this Agreement, PVT shall also be entitled to recover from User PVT's collection expenses, including, but not limited to, its attorney's fees and costs. Any suspension or termination, however, shall not relieve User of any and all outstanding obligations, responsibilities or duties under this Agreement, including, but not limited to, those obligations relating to indemnification and payments.

10. **TERMINATION.** This Agreement may be terminated by either party at any time for any reason. Any termination, however, shall not relieve User of any or all outstanding obligations, responsibilities or duties under this Agreement, including but not limited to those obligations relating to indemnification and payments.

11. **PVT'S RIGHT OF REJECTION.** PVT retains the right to reject any load where PVT has cause, for any reason, to believe said load may contain restricted or prohibited materials as stated in paragraph 3 above. Further, PVT reserves the right to reject any load which would be violative of any laws, ordinances or regulations (federal, state or local) now or hereafter in effect, or any load which would adversely impact the landfill.

12. **DELIVERY OF EXECUTED AGREEMENT VIA ELECTRONIC TRANSMISSION.** This Agreement, executed in whole or in counterparts, may be delivered through a facsimile machine or other electronic transmission and, if delivered in such manner, shall constitute the valid delivery of such executed Agreement and shall be legally binding upon the parties as if such executed Agreement were delivered in person.

**THE UNDERSIGNED HEREBY CERTIFIES THAT IT HAS REVIEWED AND READ THE FOREGOING TERMS, CONDITIONS AND PROVISIONS AND REPRESENTS THAT THE FOLLOWING SIGNATURE(S) ARE AUTHORIZED TO BIND USER AS TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.**

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
"USER" (Print your Company's Name)

By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Homeowner or Company Officer)

By \_\_\_\_\_  
(Signature)  
Its \_\_\_\_\_  
(Homeowner or Company Officer)