

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

AGREEMENT

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 demolition/construction waste material in PVT Landfill ("landfill") in accordance with the terms and conditions of this Agreement.

1. **LANDFILL HOURS.** Subject to change without notice, landfill hours of operation is from 7:00 a.m. to 4:00 p.m., Mondays through Fridays. The last load of the day must be on the scale by 3:30 p.m. All unloading must be completed by 3:45 p.m.; no exceptions. Landfill hours of operation on Saturdays are 7:30 a.m. to 1:30 p.m. The last load of the day must be on the scale by 1:00 p.m. All unloading must be completed by 1:15 p.m.; no exceptions. Unless otherwise notified, landfill hours shall not include Sundays and Federal & State holidays. 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 demolition/construction waste 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. **RESTRICTED MATERIALS.** User may only dispose at the landfill, in accordance with permitted procedures, materials which originate from construction or demolition sites, including concrete, hollow tile, bituminous concrete, asphaltic pavement, wood, glass, masonry, roofing, siding, plaster, dirt, rock, stumps, boulders and brush, as permitted by Chapter 342H, Hawaii Revised Statutes, and Title 11 Administrative Rules Chapter 58.1 Solid Waste Management Control, and as they may be amended. User shall not dispose any materials prohibited under Chapter 342H, Hawaii Revised Statutes, and Title 11 Administrative Rules Chapter 58.1 Solid Waste Management Control, and 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, asbestos, 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. 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. **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 Request for Clearance 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.

5. **PRE-APPROVAL OF ALL DEMOLITION SITES.** All demolition sites must be approved by PVT prior to demolition. User shall submit to PVT the completed and executed Request for Clearance form (to be furnished by PVT) no less than seven (7) business days prior to commencement of the demolition. Failure to comply with any of the provisions of this paragraph may result in the denial of disposing at the landfill. User hereby consents to and authorizes PVT to inspect all demolition sites prior to the commencement of the demolition.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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 _____ Date _____
(Signature)
Its _____
(Homeowner or Company Officer)

By _____ Date _____
(Signature)
Its _____
(Homeowner or Company Officer)