

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

NONCOMMERCIAL USER AGREEMENT

USER	Name	Description of Vehicle : Type: _____ Lic. No.: _____
	Tel. No. HI DL or State ID	
	Address	

The undersigned "User" hereby agrees to the following terms and conditions relating to the disposal of demolition/construction waste material in the PVT Landfill ("landfill"):

1. **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. PVT retains the right to reject any load where PVT has cause, for any reason, to believe said load may (i) contain restricted or prohibited materials, (ii) be violative of any laws, ordinances or regulations (federal, state or local) now or hereafter in effect, or (iii) adversely impact the landfill.

2. **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, 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) which arise as a result of User's representations made herein and/or its use of the landfill.

THE UNDERSIGNED "USER" HEREBY AFFIRMS THAT IT HAS REVIEWED, READ AND UNDERSTANDS THE FOREGOING TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT, AND THAT IT ACCEPTS, AGREES AND PROMISES TO COMPLY WITH SAID TERMS, CONDITIONS AND PROVISIONS.

Clearance No. _____

Dated: _____

Approved by: _____

Signature: _____

Print Name: _____