



This agreement dated _____ by and between PVT LAND COMPANY LTD. ("PVT")
and _____
(User Name)
whose principal business address is _____,
and business telephone number is _____, and business fax number is _____,
will allow User to dispose acceptable **contaminated soil** in PVT's Landfill ("landfill") in accordance with the terms and conditions of this Agreement. Compliance with each term of this Agreement is mandatory.

1. LANDFILL HOURS. The landfill will only accept contaminated soil from 7:00 am to 3:00 pm, Monday through Saturday. All contaminated soil loads must be scheduled twenty-four (24) hours before delivery. The last contaminated soil load must be on the scale by 3:00 pm Monday through Friday, and 1:00 pm Saturday. Scheduled loads that are not received by the required time will require re-scheduling for future delivery and acceptance. Unless otherwise notified, landfill hours for contaminated soil shall not include Sundays and holidays (see PVT website (www.pvtland.com) for Holiday Schedule). Landfill hours of operation are subject to change without notice; PVT reserves the right to close the landfill at any time for any purpose, including but not limited to rain, high winds, and repair and maintenance.

2. RATES. The rates and charges for disposing of contaminated soil at the landfill are available for inspection on PVT's website (www.pvtland.com) or at PVT's office. User acknowledges that these rates and charges are subject to change by PVT without notice.

3. PERMITTED MATERIALS. User may dispose at the landfill petroleum-contaminated soil and contaminated soil from construction and demolition operations subject to pre-approval and the terms of this Agreement.

4. PROHIBITED MATERIALS. User shall not dispose at the landfill: (1) household waste, garbage, commercial solid waste or industrial solid waste as defined in HAR 11-58.1-03, (2) regulated hazardous wastes and TSCA-regulated PCB contaminated materials, (3) pesticide containers, (4) bulk green waste (grass, leaves, tree trimmings, etc.), loads of land clearing debris or C&D waste containing more than 10 percent green waste, (5) whole tires or car parts, (6) free liquids and liquids products, including paints, solvents, sealers or adhesives (except liquids accepted for solidification), (7) white goods, (8) contaminated C&D loads, and (9) lead- acid batteries. User hereby accepts all responsibility for screening, examining and inspecting all of User's loads to verify that no load contains any prohibited materials. User hereby acknowledges that PVT shall assume no responsibility for screening, examining or inspecting any loads delivered by User, except that User shall permit and hereby gives its consent to allow PVT to examine, screen and/or inspect any load at any time. User agrees that if any load contains any prohibited materials, User shall be responsible for the removal of such loads or prohibited materials, and any additional fees for the processing and removal of such loads and prohibited materials, as determined by PVT.

5. PRE-APPROVAL OF CONTAMINATED SOIL. PVT will accept contaminated soil on a prearranged basis only. Only contaminated soil from known sources will be accepted for disposal. Generators must provide reliable documentation describing the nature and source of the contamination. User shall submit to PVT the completed and executed Request for Clearance form and Soil Profile Sheet (available on PVT's website (www.pvtland.com) or at PVT's office) no less than seven (7) business days prior to planned delivery of Permitted Materials to the landfill. The Soil Profile Sheet must be signed by both the generator and the transporter hauling the contaminated soil to the landfill. Failure to comply with this paragraph may result in the denial of acceptance for disposal at the landfill. PVT reserves the right to inspect, and User hereby consents to and authorizes PVT to inspect, all loads and contaminated soil sites prior to the acceptance of Permitted Materials. All contaminated soil loads must be scheduled twenty-four (24) hours before delivery. 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 generator to know and comply with these regulations.

6. CONTAMINATED SOIL TESTING REQUIREMENTS. All potentially contaminated soil must be tested prior to acceptance for disposal. Testing must be designed to screen for potential constituents and their concentrations in the soil. Sampling and analysis of contaminated soil shall be performed in accordance with the Department of Health, Office of Hazard Evaluation and Emergency Response ("HEER") Technical Guidance Manual for the Implementation of the Hawaii State Contingency Plan, as updated ("TGM"). Persons conducting the sampling must be qualified and experienced environmental professionals. Soil samples must be collected so as to be representative of the soil to be disposed. See, e.g., TGM Section 4, Soil Sample Collection Approaches; see also "Guidance for the Evaluation of Imported and Exported Fill Material, Including Contaminant Characterization of Stockpiles," HEER, October 2011. Soil samples must be collected and analyzed so as to provide accurate information on the soil to be disposed. See, e.g., TGM Section 11, Handling and Analysis of Samples. The following chemical testing is required where appropriate to the potential source of contamination:

- Toxicity Characteristic Leaching Procedure (TCLP) for Resource Conservation and Recovery Act (RCRA) metals, including arsenic, cadmium, chromium and lead
- Ignitability
- Total metals for RCRA metals, including arsenic, cadmium, chromium and lead.
- Total petroleum hydrocarbons (TPH), including TPH as gasoline, TPH as diesel, and/or -TPH as oil as appropriate
- Benzene, toluene, ethylbenzene, xylenes (BTEX)
- Polynuclear aromatic hydrocarbons (PAHs)
- Polychlorinated biphenyl's (PCBs)

- Halogenated volatile organic compounds (HVOCs)
- Toxic Equivalent (TEQ) dioxins
- Technical chlordane and other organochlorine termiticides
- Other contaminants for which HEER has set Environmental Action Levels (EALs)

Additional testing and/or supplemental information on the soil may be requested on a case-by-case basis.

7. CONTAMINATED SOIL DOCUMENTATION REQUIREMENTS. Documentation of the sampling methods and analytical results must be submitted with the Request for Clearance Number and the PVT Soil Profile Sheet. PVT reserves the right to accept or reject any soil for any reason. Conducting sampling and analysis in accordance with the above requirements does not confer any right to the person or persons undertaking the effort.

8. PVT'S RIGHT OF REJECTION. PVT retains the right to reject any load where PVT believes, for any reason, said load may contain prohibited materials as stated in paragraph 4 above. Further, PVT reserves the right to reject any load which may be a violation of its solid waste permit or any laws, rules or regulations (federal, state or local) now or hereafter in effect, or any load which would adversely impact the landfill.

9. COMPLIANCE WITH LANDFILL POLICIES AND PROCEDURES. User agrees to comply with PVT's Landfill Policies and Procedures which are available for inspection on PVT's website (www.pvtland.com) and at PVT's offices. User acknowledges that PVT's Policies and Procedures may be changed by PVT without notice. Failure to comply with these Policies and Procedures may result in the denial of acceptance for disposal at the landfill.

10. 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.

11. 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 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 payment.

12. 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 payment.

13. 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.

14. INDEMNIFICATION. As an integral part of the Agreement and as partial consideration for using the landfill, User hereby agrees to indemnify, 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 claims, demands, losses, damages, liabilities, fines, penalties, charges, 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:

- (a) User's negligence, misconduct, acts or omissions in connection with User's use of the Landfill;
- (b) Any misrepresentation in or omission from the Request for Clearance Number, Soil Profile Sheet/Soil Review Sheet or any other document furnished to PVT;
- (c) Any disposal in the landfill of Prohibited Materials stated in paragraph 4 above or in violation of law, including but not limited to the environmental laws administered by the United States Environmental Protection Agency or the State of Hawaii Department of Health; and
- (d) Any breach of 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.

THE UNDERSIGNED HEREBY CERTIFIES THAT IT HAS REVIEWED AND UNDERSTANDS THE FOREGOING TERMS, CONDITIONS AND PROVISIONS INCLUDING BUT NOT LIMITED TO THE INDEMNIFICATION CLAUSE, AND AGREES TO BE BOUND BY THIS AGREEMENT, 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:

Signature: _____

Signature: _____

Title: _____

Title: _____

(Owner, Member or Company Officer)

(Owner, Member or Company Officer)

Date: _____

Date: _____