



NONCOMMERCIAL USER AGREEMENT

User Name	Telephone No.	
Address		
User's Driver's License or State ID No.	Type of Vehicle	Vehicle License No.

- 1. RATES:** The rates and charges for noncommercial user services 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.
- 2. PERMITTED MATERIALS:** User may only dispose at the landfill 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 defined in Chapter 342H, Hawaii Revised Statutes, and Title 11, Administrative Rules Chapter 58.1, Solid Waste Management Control, as may be amended.
- 3. 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. 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 load and prohibited materials, as determined by PVT.
- 4. PRE-APPROVAL OF ALL LOADS:** User shall submit to PVT the completed and executed Request for Clearance Number form (available on PVT's website (www.pvtland.com) or at PVT's office) no less than seven (7) business days prior to disposal. 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.
- 5. 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 3 above. Further, PVT reserves the right to reject any load which would be a violation of its solid waste permit or any laws, ordinances or regulations (federal, state or local) now or hereafter in effect, or any load which would adversely impact the landfill.
- 6. 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.
- 7. 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 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.

Signature	Date
Print Name	<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> Clearance No. </div>
Approved By	