

_____, a User of PVT Land Company, Ltd. ("PVT"),
(Print "User" Company Name)

hereby authorizes the following transporter(s) to charge our account for the following job(s).

Site Address: _____

Clearance No.: _____

Name of Transporter(s): _____

Site Address: _____

Clearance No.: _____

Name of Transporter(s): _____

PVT reserves the right to deny any User or Transporter, who is not in good standing with PVT Land Co., Ltd., access to the landfill.

As an integral part of this 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.

ACKNOWLEDGED AND AGREED:

Signature: _____

Title: _____

(Owner, Member of Company Officer)

Date: _____

Signature: _____

Title: _____

(Owner, Member of Company Officer)

Date: _____