



For Office Use Only

C & D Service Agreement

Customer Billing Information

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ Fax: _____
Email: _____
Contact: _____
Job Name: _____
Contract Expiration Date: _____
Waste Stream: _____ Waste Approval #: _____

This Construction and Demolition ("C&D") Service Agreement ("Agreement") is made and entered into as of _____ by and between Perry Ridge Landfill, Inc., an Illinois Corporation (hereinafter "Perry Ridge") and _____ (hereinafter "Customer") with offices as listed above.

- 1. Delivery:** Subject to the terms and conditions contained in this Agreement, Customer will deliver for disposal, and Perry Ridge will accept for disposal, acceptable C&D. Customer will have the right to deliver C & D in accordance with the terms of the Agreement on such days and at such times as Perry Ridge is authorized to operate and is open for business.
- 2. Disposal Charges:** Perry Ridge shall mail to Customer, on a semi-monthly basis, an invoice for those tons of liquid waste that were received since the prior billing. The rate in effect for this Agreement shall be _____ per ton. This rate includes all applicable state and local fees that are in effect at the time of this Agreement. Any change in any fees assessed by either the State of Illinois or Perry County shall be passed along to the Customer. Any additional charges are detailed under item 19 of this Agreement.
- 3. Payment:** During the term of this Agreement, Customer shall make payments to Perry Ridge within thirty (30) days after such issuance of an Invoice for any disposal charges incurred by Customer. If the full amount of the Invoice is not paid within thirty (30) days of its issuance, Perry Ridge will impose a late payment fee of two percent (2%) per month on any balance outstanding. Any balance remaining unpaid over 60 days will result in suspension of charging privileges and would require any waste delivered after suspension to be paid for in full at the time of delivery. Continued delinquency in payments may also result in suspension of all rights of disposal at Perry Ridge Landfill.
- 4. Terms:** The term of this Agreement shall commence on the date of signing by authorized representatives of Perry Ridge and the Customer as recorded in the first paragraph of this Agreement. This Agreement is in effect until the date shown and on the specific job listed on the front of this Agreement, unless otherwise extended in writing and signed by both parties, but in no event shall the term be for more than one (1) year. Any modifications to the terms of this Agreement are detailed under Item 19 of this Agreement.
- 5. C & D:** Customer represents to Perry Ridge that the C&D delivered or to be delivered to the Perry Ridge does not or will not contain any material that is not specifically described on any Application which is attached hereto or which is subsequently approved by Perry Ridge, will meet the material description as set forth in any Application and will not contain Unacceptable Waste as defined in Item 6 of this Agreement. If at any time Customer becomes aware of any such Unacceptable Waste, Customer shall immediately notify Perry Ridge that Unacceptable Waste was delivered to Perry Ridge. Customer shall be in full compliance with all applicable Federal, State and County laws and permits that are required for the transactions contemplated by this Agreement including but not limited to Title 35, Environmental Protection Subtitle G: Waste Disposal.
- 6. Unacceptable Waste:** Unacceptable Waste includes, but is not limited to, hazardous wastes, radioactive wastes, reactive wastes, ignitable or explosive wastes, highly acidic or alkaline wastes, infectious or medical wastes, waste from oil and gas or mining operations, agricultural wastes, landscape wastes or any material defined under applicable laws as hazardous or toxic substances, residual wastes, or special handling wastes. Any waste which by law or governmental regulation or by its general nature, must be handled and disposed of in any manner other than what is approved by this application is Unacceptable Waste. Perry Ridge will not accept the delivery of Unacceptable Waste, including any loads suspected by Perry Ridge of being Unacceptable Waste. Title to and liability for unacceptable waste shall remain with Customer at all times.

7. **Removal of Unacceptable Waste:** Upon delivery of any load by a Customer which is discovered to contain Unacceptable Waste, to the extent that it may have been partially unloaded, Customer will immediately reload it on the same vehicle and remove it from Perry Ridge in accordance with applicable law. Upon discovery that any Unacceptable Waste from Customer has been delivered to Perry Ridge, Perry Ridge will promptly notify Customer. Immediately upon receiving such notice, Customer will remove the Unacceptable Waste in accordance with applicable law. Perry Ridge shall have the right to supervise all reloading and removal of the Unacceptable Waste which shall be done to the satisfaction of Perry Ridge. If such reloading or removal does not take place promptly or satisfactorily, Perry Ridge will have the right to reload and remove the Unacceptable Waste at the full and complete expense of Customer. Customer will receive no credit or refund for transfer costs related to any such reloaded or removed waste, and Customer will indemnify and hold harmless (in accordance with Item 11 of this Agreement) and pay or reimburse Perry Ridge for any and all costs and damages incurred by Perry Ridge as a result of the deposit of Unacceptable Waste, including any and all fines and penalties assessed by any governmental agency or authority having any jurisdiction over any activity of Perry Ridge.
8. **Right of Inspection:** Perry Ridge shall have the right to inspect the contents of any vehicle of Customer, or any vehicle transporting waste on behalf of Customer, and to obtain and test samples to determine whether it contains Unacceptable Waste. Failure by Perry Ridge to exercise such right shall not relieve Customer of its obligations under this agreement. If a Customer vehicle or a vehicle transporting waste on behalf of Customer is found to contain Unacceptable Waste, Perry Ridge will reject the delivery of such waste.
9. **Landfill Operation:** Customer acknowledges the right of Perry Ridge to make and enforce policies and procedures as may be needed to comply with safety, environmental and solid waste industry best practice standards and regulations. Customer and Customer's personnel will comply with such rules and procedures established by Perry Ridge and will be responsible for the failure to comply on the part of any of Customer's Personnel. Perry Ridge may refuse to admit to the property any person who had previously violated Perry Ridge's rules and procedures or attempted to deliver Unacceptable Waste.
10. **Insurance:** Customer agrees to carry and maintain insurance for the following:
 1. **Commercial Comprehensive General Liability** (including contractual liability) covering claims for bodily injuries (including death) and property damage in the amount of at least \$1,000,000 per occurrence with an annual aggregate of at least \$1,000,000.
 2. **Worker's Compensation** (including occupational disease) with statutory limits.
 3. **Comprehensive Automobile Liability** in the amount of at least \$1,000,000 per occurrence with an annual aggregate of at least \$1,000,000, covering all vehicles used to deliver debris to Perry Ridge.

Customer shall provide to Perry Ridge certificates of insurance evidencing such insurance coverage amount prior to delivering debris to Perry Ridge. Each such policy (except for Worker's Compensation) shall name Perry Ridge as additional insured. Customer waives any rights of subrogation Customer or its insurance carriers may have against Perry Ridge, its officers, directors, employees, agents and servants. Customer shall give Perry Ridge immediate notification upon the receipt of notice of cancellation, termination or material change in coverage of any insurance policy required by this section and shall provide a replacement certificate of insurance fully meeting the requirements of this section prior or upon the date of such cancellation, termination or material change.

11. **Indemnity:** Customer and Perry Ridge shall indemnify, hold harmless and defend the other party from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto, including the costs of defense, settlement, and reasonable attorney's fees, which either party may hereinafter incur, become responsible for, or pay out as a result of death of bodily injuries to any person, destruction or damage to property, contamination or adverse effects upon the environment, or any violations of Laws, caused, in whole or part by such party's breach of warranty, term or provision of this Agreement or any negligent or willful acts or omissions of such party, its employees, agents, designees, or subcontractors in the performance of this Agreement; provided, however, that Perry Ridge's indemnification obligations shall not apply to any occurrences involving unacceptable waste. The obligations set forth in this section will survive the performance and termination of this Agreement.
12. **Successors and Assigns:** This Agreement may not be assigned by Customer without the express written consent of Perry Ridge, such consent shall not be unreasonably withheld.
13. **Force Majeure:** Neither party shall be liable to the other for the failure to perform its duties and obligations under this Agreement or for any resultant damages, loss or expenses, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster, compliance with any Law, whether valid or invalid, of any governmental body, or instrumentality, changed in any Law (including laws reducing or limiting the capacity of debris permitted to be disposed of at Perry Ridge) or any other cause beyond the reasonable control of such party, or strike, or lockout or other labor disturbance (even if terminable by the affected party by acceding to the demands of any labor group) and which the affected party was unable to avoid by the exercise of reasonable diligence. In the event any delay due to Force Majeure occurs or is anticipated, the affected party shall promptly notify the other party of such delay describing the cause and estimated duration or such delay. Further, the affected party shall use reasonable efforts to remove any Force Majeure condition. If the Force Majeure affects daily Perry Ridge operations to the extent that Perry Ridge is not able to receive debris, Perry Ridge shall not be liable whatsoever for any differences in disposal charges incurred by Customer at other disposal facilities during the cessation of operations.

- 14. **Confidentiality:** The terms of this Agreement shall be regarded as privileged and confidential business information ("Confidential Information") which shall not be disclosed to any third party without the prior written approval of the other party to this Agreement, except to the extent that the disclosure is required by Law, or by a financial institution in order to apply for or obtain credit. The term Confidential Information shall not include any information which is or becomes available to the public or is generally known in the industry other than through an unauthorized disclosure by a party hereto.

- 15. **Severability:** A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had been amended or originally contemplated by this Agreement to the greatest extent possible.

- 16. **Termination:** Except for the rights and obligations under the section relating to Indemnity and Confidentiality, which shall survive the expiration and any termination or suspension of this Agreement, this Agreement may be terminated at any time prior to the expiration of the term by non-breaching party in the event of a material breach of this Agreement or immediately by Perry Ridge in the event that Customer fails to make payments to Perry Ridge as set forth in this agreement.

- 17. **Rights and Remedies:** The rights and remedies of the parties hereunder are cumulative and in addition to, not in lieu of, those which the parties have at law or in equity. Waiver of a breach of any provision of the agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision or of the entire agreement. Failure of either party to insist upon strict performance of any provision of the agreement shall not be deemed a waiver of any such rights such party may have.

- 18. **Attorney's Fees & Costs:** In the event that legal action is brought by Perry Ridge for collection of moneys due in their contract, Perry Ridge shall be reimbursed by the other party for legal costs. Such legal costs shall include, but not limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

- 19. **Additional Terms:** _____

PERRY RIDGE AND CUSTOMER, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGAL AND BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

CUSTOMER

PERRY RIDGE LANDFILL, INC.

Signature Authorized Representative

Signature Authorized Representative

Name (Please Print)

Name (Please Print)

Title

Title