

ABILENE ENVIRONMENTAL LANDFILL, INC.

DISPOSAL AGREEMENT NON-HAZARDOUS WASTES

Address of Abilene Environmental Landfill, Inc.:

East of N.277 & FM 3034 Intersection

Mailing address:

P. O. Box 3252
Abilene, Texas 79604

Address and Customer Information:

Name : _____
Address: _____
City: _____
State: _____ Zip _____
Phone: _____ Fax: _____
Contact: _____

AGREEMENT

This agreement, made this _____ day of _____, 200__ by and between the Customer set out and described above (hereinafter referred to as "Customer"), and Abilene Environmental Landfill, Inc., a Texas Corporation duly licensed to operate and do business in the State of Texas (hereinafter referred to as "AEL" or as "Company").

- Disposal Agreements.** This agreement is conditioned upon and provides for all of the terms between the parties hereto whereby AEL agrees to accept non-hazardous waste material at its facility at the address set out above. Delivered by Customer as above set out. All waste disposed pursuant and under this Agreement shall be and is subject to the following "Checked" boxes as follows:
 - PUT OR PAY.** The parties agree that for the term, on a basis as herein set out, the Customer shall deliver to the facility for disposal of at least _____ tons of waste, commonly known as a minimum waste volume.
 - EXCLUSIVE DISPOSAL FACILITY.** The Company herein referred to shall, and does hereby grant to the Customer the right to dispose of all of Customer's waste with the exception, however, that Company shall have no obligation to accept any waste in excess of the maximum daily volume set forth in Section 2 below.
 - NON-EXCLUSIVE.** Customer may dispose waste at the facility (on a non-exclusive basis) in the volume it desires; provided however, that Company has no obligation to accept any waste in excess of the amount shown forth herein below in Section 2.
- Disposal Rates.** Listed below are the amounts of waste and the types of waste that Company will accept at the facility for the rates set forth below with the agreement that the Customer herein listed will not dispose of any waste at the Facility not specifically listed below. The Customer shall have the responsibility to comply with the requirement of acceptable waste as set out and defined in Paragraph below marked as Paragraph 5.

<u>Type of Waste</u>	<u>Disposal Rate</u>	<u>Maximum Daily Volume</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

County and State of Origin of Waste: _____

- The Length and Term of Agreement Between the Parties Hereto.** The parties hereto make as the effective date of this agreement the following first day of the month of _____, for the number of months of _____. The agreement shall continue automatically and be renewed for a similar term thereafter unless either party shall give written notice (via certified mail) of termination to the other party at least three hundred sixty-five (365) days before such written notice shall have been given.
- Cost of Living Adjustment.** The fees and/or compensation payable to AEL shall be reviewed every year during the term of this Agreement, with a general overall review of the entire Agreement every five (5) years in light of fee adjustments and technological advances. A cost of living adjustment to the landfill tipping fee stated herein and payable to AEL shall be reviewed no later than July 30th of each year using the Bureau of Labor Standard Consumer Price index -- "Urban" that is published for June of that year. The rate change shall be multiplied times the previous base rate, then add the difference to arrive at the new base rate tipping fee, which shall be effective October 1st of the same year.
- Additional Terms.** The following additional terms shall govern the intent of this agreement.

BOTH THE COMPANY AND THE CUSTOMER HEREINABOVE SET OUT AGREE THAT IN CONSIDERATION OF THE CONDITIONS AND PROVISION CONTAINED IN THIS AGREEMENT THAT THIS SHALL BE A LEGALLY BINDING DOCUMENT BETWEEN THE PARTIES WHO ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE PAGES ATTACHED TO THIS DOCUMENT.

The parties herewith make and execute this document by the parties and title hereinafter set out.

Customer Name: _____

COMPANY : Abilene Environmental Landfill Inc.

SIGNATURE (AUTHORIZED REPRESENTATIVE)

SIGNATURE (AUGHORIZED REPRESENTATIVE)

NAME & Title (PLEASE PRINT)

NAME & Title (PLEASE PRINT)

TERMS AND CONDITIONS OF DISPOSAL AGREEMENT - NON-HAZARDOUS WASTES

5. **Service Fees:** Customer shall pay in full to the Company the service fees upon receipt of invoice but no later than thirty (30) days after the receipt of such invoice. All unpaid invoices shall carry interest at the rate of 1.5% per month or, the maximum rate permitted by applicable state laws, until the balance is paid in full. The customer further agrees to pay a 5% late charge for each payment not received within thirty (30) days after receipt of the Company's invoice. The Company herein shall keep records including the date, time of delivery and departure, the truck number, and a tonnage or volume delivered to the Company and to the Landfill herein referred. As verification, the driver of the vehicle shall be given a copy of the above information at the time the volume or tonnage is measured or weighed. In the event that this Agreement is terminated by Company due to Customer's failure to timely pay service fees hereunder, the Customer shall, in addition to all accrued and unpaid fees, interest and costs, be liable for any damages (including lost profits). Company may also require or allow for cash payment for all services on delivery, C.O.D., basis. In the event that there is a failure on C.O.D. terms, the Company may terminate this agreement or suspend in total this Agreement and recover liquidated damages in any amounts due and owing, (including interest).
6. **Definitions:**
- (a) "Company" in this Agreement shall be determined to be company listed in the upper part of the left-hand corner on the reverse side of this document and includes all successors and assigns of such company.
 - (b) "Customer" means the customer named on the reverse side of this document.
 - (c) "Facility" means the landfill or transfer station identified on the reverse side of this document.
 - (d) "Force Majeure" mean any event relied upon by the Company as justification for delay in or excuse from complying with any obligation required by the Company under this Agreement, which event is beyond the reasonable control of Company, including without limitation: (i) act of God or similar occurrence; (ii) impassable roadways; (iii) labor disputes; (iv) any act of any governmental entity that adversely affects this Agreement; (v) a change of law or regulation after the Effective Date hereof applicable to the obligations hereunder.
 - (e) "Unacceptable Waste" means highly flammable substances, hazardous waste (as defined herein), liquid waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal site is not authorized receive and/or dispose of, and other materials deemed by state, federal or local law, or in the responsible discretion of Company, to be dangerous or threatening to health or the environment, or cannot be accepted pursuant to permits. "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as a "hazardous waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Act.
 - (f) "Waste" means any construction and demolition and/or non-hazardous solid waste as specified in Section 2 of this Agreement and generated by Customer that may be disposed of by Company, but not including any unacceptable waste. No waste other than those types specifically provided herein this Agreement will be acceptable for disposal at the Facility. In addition, all waste delivered to the Company for disposal must conform to all applicable federal, state and local laws, regulations, rules and orders relating at any time to the transportation and disposal of waste.
7. **Termination:** Company may terminate or suspend this agreement at any time, without damage or fee, (i) upon three hundred sixty-five (365) days written notice to Customer, or (ii) immediately upon (a) Customer's failure to pay service fees when due, (b) an event of Force Majeure, or (c) a breach by Customer of any provision of this Agreement.
8. **Put or Pay:** In the event this Agreement is a Put or Pay, then for any calendar month during the term Customer fails to deliver the minimum waste volume to this Facility, the shortfall shall be determined by subtracting the number of tons of waste actually delivered that calendar month by Customer to the Facility from the minimum waste volume Customer should have delivered for the calendar month. In such event, Customer shall pay Company an amount equal to the rate set forth above multiplied by the Put or Pay shortfall tonnage.
9. **Warranties and Title:** Customer warrants that waste disposed by Customer will not contain any unacceptable waste. Ownership of waste shall pass to Company when waste is properly disposed of at the Facility. Ownership and liability for unacceptable waste will remain with Customer throughout the term of this Agreement, irrespective of delivery to, inspection by, and/or acceptance by, Company, and such title shall survive the termination of this Agreement. Customer acknowledges that Company may remove any Unacceptable Waste and assure its proper disposal at Customer's expense. Customer agrees to indemnify and hold harmless Company, its Corporate Affiliates, employees, officers and directors, from and against all damages and any litigation costs (including, without limitation, attorney's fees, collection agency fees, court costs and any other costs of litigation or collection of past due amounts) caused by or arising out of customer's negligence, Customer's delivery of unacceptable waste, and/or any breach of any of Customer's representations, warranties or agreements contained in this Agreement.
10. **Insurance:** Customer agrees to maintain at all times during the term of this Agreement the following types of insurance in at least the limits specified as follows: Worker's Compensation (statutory limit); Automobile Liability (\$500,000/occurrence); and General Liability (\$500,000/occurrence). All insurance will be issued by insurers authorized to do business in the state in which the Facility is located prior to Customer being allowed on the Facility's premises. The insurance policies required hereunder, with the exception of Workers' Compensation Policies, shall name Company, its affiliated entities and successors and assigns as additional insureds. Customer agrees that all insurance policies intended to meet the requirements of this section shall contain a clause providing that the issuing insurance company waives all rights of recovery by way of subrogation against any and all additional insureds under the policy in connection with any claims and/or damages covered by the policy. Insurance coverages that are required to be maintained by Customer pursuant to this section are not intended by the parties to be dependent in any way upon any indemnification or similar provision of this Agreement, but instead are intended to be governed by the terms of the insurance policies providing such coverages. Customer shall provide Company with Certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Customer warrants that it will secure the above minimum amounts of insurance from any transportation contractor it may utilize prior to transportation of waste to the Facility. Customer warrants that if the insurance coverages listed above carry a deductible or "self-retained limits" applicable to any insured named in the policy, that such deductible or "self-retained limit" shall not apply to Company, and Customer agrees to indemnify, save harmless, and defend Company, its corporate affiliates, employees, officers and directors, from and against any and all such deductibles or "self-retained limits."
11. **Nonperformance:** Customer shall provide Company with written notice by certified mail, return receipt requested, of any matter which it believes constitutes a failure by Company to fully perform its obligations under this Agreement. Customer must send Company such notice with thirty (30) days of the time Customer or its agents first have knowledge of the alleged failure by Company to comply with its obligations under this Agreement. Company shall have thirty (30) days from receipt of such notice to cure the alleged problem where, in Company's sole reasonable judgement, such problem constitutes a failure by Company to fully perform its obligations under this Agreement. Where Company determines that the problem is not a failure by the Company to perform its obligations under this Agreement, or where such problem is beyond Company's control, Company is not obligated to cure such problem and this Agreement shall remain in full force and effect. In the event Customer does not notify Company of any matter which it believes constitutes a failure by Company to fully perform its obligations hereunder, the continuing alleged failure by the Company to perform its obligations for such specific matter shall be waived by Customer and such matter shall, under no circumstances, constitute a breach of this Agreement.
12. **Miscellaneous:** This Agreement sets forth the entire agreement and an understanding by and between the parties with respect to the subject matter of this Agreement and supercedes all representation or warranties, whether oral or written, by any representative of either party hereto. The provisions of this Agreement are independent of and severable from each other, and no provision shall be effected or rendered invalid or unenforceable by virtue of the fact that any provision may be invalid or unenforceable in whole or in part. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas in which the Facility is located.