

ROLL OFF SERVICE AGREEMENT

1. AGREEMENT: The purpose of this agreement is to establish how Marpan will interact with the customer.

2. SERVICES: Customer grants to Marpan the right to collect and dispose of all of customer's non-hazardous solid waste materials (including recyclables), and Marpan Supply agrees to furnish such services.

3. LOADS: Due to regulations, certain materials are not acceptable in containers. Loads are also quoted based on material type. If items are placed into a container that are not a part of the quoted load or items are a part of the unacceptable material list, the customer will be charged a higher rate to haul the load or will be required to remove the material prior to hauling.

4. UNACCEPTABLE MATERIALS: The waste materials shall not contain any unacceptable materials: hazardous materials, infectious wastes; medical wastes; or radioactive wastes food waste, tires, paint batteries, 55 gal drums, free liquids, fluorescent lights and forms of ballasts, fuel tanks, computer equipment, monitors, or TVs. Customer shall indemnify, defend and hold harmless Marpan from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities that arise from placing such materials into container provided by Marpan.

5. PAYMENT: Customer shall pay for the services and equipment furnished by Marpan. Customer shall pay all taxes, fees and other charges assessed against or passed through to company associated with the disposal of waste. Customer shall pay such fees as the company may impose from time to time by notice to customer (including, by way of example only, late payment and environmental fees). A fuel surcharge will be applied to all services that require use of trucks. The fuel surcharge is derived weekly, using the method: 4% base when the price is \$2.70 and adjusted up or down at a rate of .05% for each penny in price change over base. Marpan utilizes the US Lower Atlantic Price posted on the Energy Information Administration website at <http://www.eia.gov/petroleum/gasdiesel/>.

6. RATE ADJUSTMENTS: Marpan may, by notice to customer, increase the rates provided in the customer to adjust for any increase in: (a) disposal costs; (b) the average weight per cubic yard of customer's waste. Materials above the number of pounds per cubic yard upon which the rates provided in quoted rates are based or (c) company's costs due to changes in applicable laws. Marpan may increase rates for reasons other than those set forth above with customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices (d) containers not being loaded as quoted.

7. SERVICE CHANGES: The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This agreement shall apply to any change of location of customer within the area in which Marpan provides collection, recycling and disposal services.

8. RESPONSIBILITY FOR EQUIPMENT: All equipment furnished by Marpan shall remain Marpan property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear). Customer shall use the equipment only for its intended purpose and shall not overload, move or alter the equipment. Customer shall indemnify, defend and hold harmless company from and against all losses arising from any injury or death to persons or loss or damage to property (including the equipment) caused by customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to equipment on the scheduled collection day.

9. DAMAGE TO PROPERTY: Marpan shall not be responsible for damage to the customer's driveways, grass, shrubs, water lines, etc., which results from delivery and or pick up of a box from an agreed upon area by Marpan Supply regardless of weather conditions.

10. RENTAL: If the customer does not call for service within a 30 day calendar period they will be responsible for a rental charge based on quoted rates.

11. SUSPENSION/TERMINATION OF SERVICE: If amount due from customer is not paid within 30 days after the date of Marpan's invoice, Marpan may, without notice, suspend collecting and disposing of waste materials until customer has paid amount due.

12. ASSIGNMENT: Customer shall not assign this agreement or other associated agreements without written consent. Marpan may assign this agreement or associated agreements without customer's consent.

13. ATTORNEYS' FEES: If any litigation is commenced under this agreement, Marpan shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

14. PREVIOUS AGREEMENTS: This agreement and related agreements sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this agreement.

15. ADDITIONAL ROLL-OFF SPECIFIC TERMS AND CONDITIONS: Maximum weight limit is 5 tons per 15 yard container (Mixed loads), and 15 tons per 20 and 30 yard container: Other terms are as follows: A). When loading inert materials including dirt, rock, block, concrete or asphalt, do not load the container more than half full. B). Weight must be distributed evenly throughout the container. C). Loads must not extend above the top or sides of the container. D). If tonnage is included in the rate, and that tonnage is over the allowed limit the overage will be charged at disposal rate. Should conditions prevent Marpan from servicing container (overweight, over height, blocked or behind a locked gate). You will be assessed a failed trip fee. If relocation is required at any time other than during scheduled service, a fee will be charged based on the size of container.

16. C.O.D. POLICY: All temporary roll off container accounts must be paid prior to delivery/service. A). Check/cash customers: customers must bring payment to local division office at least one (1) day prior to scheduled service. B.) Credit card customers: the credit card will be charged upon initial setup of the account and on the day of request for any subsequent services. Any additional fees incurred from previous services (overage, dry runs, etc.) may also be charged to your credit card. Acceptable credit cards are Visa, MasterCard, and American Express

17. CALL FOR SERVICE: Customer must call for service to be performed. Same day service will be granted when possible but it is not guaranteed.

I confirm that I have read and understand the terms and conditions listed above.

Signature: _____ Date: _____

Print: _____

Federal ID # _____

DL Number: _____