

MASTER WASTE DISPOSAL SERVICE AGREEMENT

This Master Waste Disposal Service Agreement ("Agreement") is entered into by River Birch, LLC. and HWY 90, LLC (collectively and individually referred to as "Contractor" hereinafter) and _____, the undersigned (hereinafter "Customer"). In consideration of the mutual promises, obligations, and agreements contained herein and the mutual benefits they expect to receive here from, Contractor and Customer agree as follows:

1. **Scope.** This Agreement shall cover all accounts contracted by and between Contractor and Customer, whether written or oral. This Agreement shall apply to each and every account, and each and every account shall incorporate this Agreement by reference, as if fully set forth therein.
2. **Services Provided.** Contractor will provide Customer with non-hazardous waste transportation, disposal, solidification, and/or waste management services, as the case may be, pursuant to an account.
3. **Charges and Payment.** Customer agrees to pay Contractor's rates as quoted. Customer shall make payment within _____ days of the date of the invoice from Contractor. If payment is not timely made, Customer agrees to pay a late fee equal to five (5%) percent of the amount due and interest at the rate of eighteen (18%) percent per year from the date due until paid. Contractor may also suspend services to Customer until paid for all past due payments.
4. **Indemnification.** To the fullest extent permitted by law, Customer shall defend, indemnify, and hold harmless and hereby releases Contractor and all of their parent, subsidiary, and affiliated companies, and their members, partners, directors, officers, agents, representatives, and employees from and against any and all claims, demands, liabilities, suits, fines, penalties, damages, losses, costs, and expenses, including but not limited to attorney's fees with a counsel of Contractor's selection, which Contractor may hereafter incur, become responsible for, or pay out, resulting from or arising out of any negligence, error, omission, and/or other fault of Customer or persons for whom Customer is responsible.
5. **Termination.** Notwithstanding anything herein to the contrary, Contractor may terminate this Agreement immediately for Customer's breach of any term or condition of this Agreement. In addition to immediate termination, Contractor shall be entitled to collect damages, including special disposal costs, collection fees, penalties, attorney's fees, and interest in addition to any other remedies legally available. Contractor may immediately terminate in the event Customer becomes insolvent (or if insolvency, receivership, or bankruptcy proceedings shall be commenced by or against Customer). Contractor may also terminate for convenience at any time upon thirty (30) days written notice. In the event of termination, Customer will not be entitled damages of any kind or nature, including incidental or consequential.
6. **Acceptable Waste.** Customer warrants that the waste delivered hereunder will be compatible with the permit of the facility to which it is delivered and in compliance with the provisions of Louisiana Administrative Code, Title 33, Part VII (Solid Waste) and related regulations. Customer further warrants that the waste delivered hereunder will not contain any hazardous, radioactive, or toxic waste or substances as defined by applicable Federal, state, local or provincial laws or regulations. Customer warrants that it will not deliver Special and/or Industrial Waste to Contractor before it has (1) provided a completed Generator's Waste Profile Sheet and/or such other documentation required by law or Contractor describing all such Special and/or Industrial Waste, (2) provided a representative sample of such waste upon request; and (3) obtained Contractor's consent to receive the Special and/or Industrial Waste.
7. **Rights of Refusal/Rejection.** Contractor has the right to refuse or reject after acceptance any load or container of wastes. If Customer delivers waste in breach of any warranty or agreement herein, Contractor may, in its sole discretion, (1) require Customer to promptly remove it; (2) remove, store, and/or dispose of it at a location of Contractor's discretion and bill Customer for the costs; and/or (3) return the waste to Customer at Customer's expense.
8. **Limited License to Enter.** During the terms of this Agreement, Customer's personnel shall have a license to enter Contractor's facilities for the limited purpose of (and only to the extent necessary for) offloading waste at the location and in the manner directed by Contractor. Except in an emergency, or at the express direction of Contractor, Customer's personnel shall not leave the vicinity of their vehicle. After off-loading the waste, Customer's personnel shall promptly leave the facility. Under no circumstances shall Customer, its contractors, or subcontractors engage in any scavenging. Contractor shall deny an entrance to, any person whom Contractor believes is under the influence of alcohol or other chemical substances.
9. **Safety and Compliance.** Customer assumes full responsibility for the proper conduct of its personnel and shall comply with all safety requirements and policies imposed by Contractor and with all applicable laws, ordinances, rules, regulations, and orders of any public authority.

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10. Legal. If Contractor is required to retain an attorney as a result of a dispute and/or to collect fees due, Customer agrees to fully reimburse Contractor for all reasonable attorney's fees and other costs incurred by Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to its conflict of law provisions. All claims, disputes, and other matters in question arising out of, or relating to, this Agreement, or the breach thereof, shall be resolved by litigation in the 24th Judicial District Court for the Parish of Jefferson, except that Contractor may, at its sole option, require that any dispute be submitted to arbitration according to terms to be determined by Contractor.

11. Miscellaneous. Customer may not assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of Contractor. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The terms and conditions set forth in this Agreement constitute the entire understanding of the parties. This Agreement shall be construed without regard to the party responsible for its preparation, and it shall be deemed to have been prepared jointly by the parties for the purposes of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter. Any uncertainty or ambiguity shall not be construed against any party based upon any party's preparation of this Agreement. Each party has entered into this Agreement freely and voluntarily and after having the opportunity to consult with, and have the terms explained by, counsel of its or his own choosing. The parties appreciate and understand and are fully satisfied with the terms set forth herein. Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable. This Agreement may be amended only by written instrument signed by both parties

RIVER BIRCH, LLC.

CUSTOMER:

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

PERSONAL GUARANTEE(S). To induce the extension of credit to Customer Guarantor(s) jointly and severally, (if more than one) hereby guarantees payment of all existing and future indebtedness of Customer to Contractor, including any costs, expenses, and reasonable attorneys' fees payable as a consequence of Contractor's collection efforts. This personal guaranty is absolute, complete, irrevocable, and continuing, and it shall not be necessary for Contractor to give notice to Guarantor of any extension of credit to Customer, any renewal thereof, any modification of the terms thereof, or Contractor's arrangements with any other Guarantor. Guarantor may provide written notice as described above to Contractor to terminate its guarantee as to any future extensions of credit to Customer after such written notice. However, Guarantor shall continue to be obligated for any credit extended within ten days after to Contractor's receipt of such notice. Guarantor further agrees to provide personal financial information as reasonable requested by to Contractor.

GUARANTOR: _____

GUARANTOR: _____

PRINT: _____

PRINT: _____