

MEBA Contracting and Waste Services

Terms and Conditions

Waste Material-Waste material collection and disposed of by Meba Contracting and Waste Services. ("MEBA") MEBA will not accept any hazardous or dangerous material, including, but not limited to radioactive materials, explosives, corrosives, oxidizing agents, infectious wastes, pathological wastes, chemotherapeutic wastes, hazardous wastes, and/or any other materials deemed not acceptable by MEBA. The inclusion of hazardous waste materials may result in additional charges to the Customer. Customer agrees to indemnify and hold MEBA harmless for any and all liability arising out of a contaminated load, including, but not limited to legal actions, claims, fines, sanctions, or any other liabilities. No hazardous waste, as classified by any local, state or federal agencies authorized to categorize the same, is to be loaded or placed in MEBA's containers and/or equipment. Any barrels, tanks, or containers having any liquid or chemical compounds classified as hazardous or toxic by local, state or federal agencies authorized to categorize the same are not permitted to be loaded into MEBA's containers, and/or equipment. MEBA reserves the right to charge customers for disposal of and/or fines imposed against MEBA for hazardous waste.

Duration-The terms of this contract shall be in effect for 90 days from the date of signing. The terms may thereafter be voided or re-evaluated accordingly by MEBA.

Pricing and Payment- Customer hereby agrees to the prices for container services supplied by MEBA, as specified herein. Pricing varies based on customer's locations and may differ by city, county, and state. Payment is due immediately upon receipt of any invoice for services rendered. Customer agrees to promptly pay all sums when due. Customer authorizes MEBA or MEBA's authorized agents to verify any information provided by customer and obtain additional information by securing data from a credit reporting agency, as required. Customer authorizes MEBA to charge the customer's credit card for unpaid balances and any future delinquent balances. Customers acknowledge that the credit card may be charged multiple times for one container, as provided for in this Agreement. Customer agrees and acknowledges that MEBA assumes no obligation to extend credit to customer at any time.

Default- If a default occurs with respect to payment on any account on which customer is or may be liable and which is placed with an Attorney or bonded collection agency, customer agrees to pay an additional 35% collection charge on the entire open balance. For good and valuable consideration, the undersigned jointly and individually agree to be held personally liable for all debts based on the extensions of credit to any other corporation or business entity with which the undersigned is or may be affiliated.

Enforcement- Customer agrees to hold MEBA harmless and to Indemnify MEBA for any legal fees, costs, expenses, claims, judgments, or any other liability arising out of MEBA's responsibilities under this agreement, including, but not limited to any legal action brought against MEBA.

Cancellation/ Access-MEBA must be notified of cancellations at least 24 hours in advance of the date of service. Any cancellations within 24 hours of date of service or while the truck is en route to the customer's location will be subject to a cancellation fee up to \$250. If a customer violates or is charged with violation of any law, regulation, ordinance which may govern this Agreement or the services rendered thereto or fails to comply with the terms of this agreement, MEBA shall have the right to terminate the Agreement and any future services thereunder unless customer shall make payment thereof. Customer agrees to provide unobstructed access to the equipment on the scheduled service day. If the equipment is inaccessible so that the scheduled service cannot be

made, MEBA will charge the customer a trip charge of \$250 and also promptly notify customer and afford the customer a reasonable opportunity to reschedule the service.

Title - MEBA shall acquire title to waste material, as herein above defined, when said material loaded into MEBA's container and/or vehicle. Title to and liability for hazardous materials shall remain with the customer.

Liability for Equipment- Customer acknowledges that it has care, custody, and control of MEBA's equipment and agrees to protect MEBA's equipment from any unreasonable risks of harm or damages. Customer shall be liable for the cost of repairing or replacing equipment owned by MEBA that is damaged or destroyed by Customer.

Delays-MEBA shall not be responsible for any losses or damages resulting from delays in supplying and/ or servicing a container to customers. Customer engaging containers on a time basis shall not be entitled to any refund in the event said container is not utilized during said period or is underutilized. Any extensions of time shall be subject to negotiations for an additional specified rate.

Clean up -MEBA shall not be responsible for any debris on the ground or in the immediate vicinity of any container.

Permits- Customer is to supply all barricades, flashing lights, reflectors and other safety equipment as may be required by local authorities. Customer is responsible for obtaining required permits for any New Jersey services. All containers placed on streets in New York require a street permit pursuant to the Rules of the Department of Transportation and will be obtained by MEBA. Customer will be charged a permit fee for all required permits. Said permits are valid for a maximum of 5 days and all containers must be scheduled for removal by Customer no later than the 4th day. Failure to schedule removal within the requisite period will result in an additional permit fee charged to customer. MEBA reserves the right to pick up container(s) after five (5) business days. Failure to schedule removal within the requisite period will result in an additional charge of \$10 per day for any inactivity for that container.

Damage to Premise- It is expressly agreed and understood that MEBA shall not be responsible for any damage to pavement, driving surface, lawns or walkways, wells, septic systems, buildings, vehicles, or any other real or personal property arising out of performance of MEBA's responsibilities under this agreement. Customer agrees to indemnify and hold MEBA harmless for any and all liability, arising out of damage to premises, including, but not limited to legal actions, claims, fines, sanctions, or any other liabilities.

Yardage, Overfills, and Offloads- Customer shall observe the fill line indicated on MEBA's containers and equipment and agree to load safely and not to exceed any specified yardage limits in filling any container. Customer is responsible for any overweight charged. Customer will have to pay a \$110.00 overload charge per Ton. MEBA is not responsible for any overweight charges, MEBA is not responsible for spillage due to overloaded containers. In the event MEBA incurs any fines, penalties or any other criminal, civil or administrative liability as a result of the overloading and/ or spillage of any container for the term of this agreement, Customer agrees to indemnify and hold MEBA harmless for any and all such liabilities, including but not limited to reasonable counsel fees and costs.

Contaminated Loads- Loads contaminated with debris other than the type agreed to by the party is subject to an additional charge, which will revert to the mixed construction debris rates. Any containers that are contaminated with tires will be charged \$50 for each tire in the container. Any containers that are contaminated with mattresses will be charged \$50 for each mattress. Any source separated loads that are rejected by the disposal facility will be charged according to the construction and demolition debris rate. Any loads that contain municipal solid waste will be surcharged as well

