

5280 Waste Solutions

Service Agreement Terms and Conditions

for

Commercial Waste Hauling and Disposal Service

Service Performance

5280 Waste Solutions (5280) will provide waste hauling and disposal service for our contractor and commercial Customers (Customer). Management of the services provided and responsibilities of 5280 Waste and 5280 Waste Customers are governed by the terms of this Agreement and any additional terms reflected in a written and signed Proposal from 5280 (Proposal), without regard to a Customer's purchase order, or any other Agreement written or verbal that may exist between the parties, until and unless a different Agreement is reduced to writing and signed by both parties. Signature by both parties of the Proposal document implies acknowledgement, understanding and acceptance of these Terms and Conditions.

Term and Pricing

The term, if any, and the list of services agreed upon including pricing are specified in the associated signed Proposal document. Between the associated Proposal document and the list of Additional Charges in Exhibit A below, pricing for all services to be provided by 5280 is specified. The two documents together being the Proposal and these Terms and Conditions shall constitute the Agreement between 5280 and Customer (Agreement). If additional services are contemplated during the course of the execution of the Proposal, they will be priced and documented separately. Unless pricing is set for a term in the Proposal, 5280 reserves the right to change pricing at any time upon 30 days written or verbal notice to Customer. Except as otherwise stated in the Proposal, both Customer and 5280 have the right to stop services at any time for any reason. When services stop, for any reason, 5280 shall have immediate right to retrieve all of its containers and equipment with Customer's assistance, if necessary, for successful removal.

Waste Material

Hazardous Waste. 5280 is qualified and permitted to haul selected hazardous waste materials. Customer may request 5280 services to haul and dispose of selected hazardous materials. All requests to transport hazardous waste must include full disclosure by customer to 5280 of the type of material requested for transport. Any hazardous waste material not identified in advance to 5280 or any hazardous waste material not authorized by 5280 as appropriate for transport shall be deemed Prohibited Waste. In order to provide hazardous waste transportation services, Customer affirms through this Agreement, prior to ordering 5280 services, that they are properly licensed to and will properly execute the handling, preparation and packaging of hazardous waste for transportation and internment. Further, Customer affirms that they will provide accurate and timely documentation as required to 5280 and that they will report to appropriate jurisdictions and authorities as required by such for all materials for which they request 5280 transportation services.

Non-Hazardous Solid Waste. Unless specifically requesting transport of hazardous waste, Customer agrees not to deposit any waste that is liquid, or any waste that is or contains radioactive, volatile, corrosive, highly flammable, explosive, biomedical, biohazardous, infectious, toxic or hazardous waste or substances ("Prohibited Waste") into 5280's containers. Prohibited Waste includes, but is not limited to tires, any materials considered to be highly flammable, explosive, toxic, biohazard, medical waste, or radioactive, or any other Materials which are otherwise illegal, dangerous and/or unsafe. Items not permitted also include white goods / appliances containing freon (including refrigerators, freezers, A/Cs, dehumidifiers e-Waste, smoke detectors, paint, oil, hazardous chemicals, or box spring and mattresses. Appliances including refrigeration and air conditioning items are not allowed unless Customer has certification that they no longer contain refrigerant and Customer has provided valid certification to 5280 prior to service. The purpose of 5280 standard service is solely to remove and dispose of Customer's non-hazardous and non-toxic solid waste.

Inspection, Rejection of Prohibited Waste

With regard to both hazardous and non-hazardous waste materials, title to and liability for Prohibited Waste shall remain with Customer at all times. 5280 shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's waste is reasonably believed to be Prohibited Waste, 5280 can, at its option, reject the Prohibited Waste and return it to Customer or require Customer to remove and dispose of the Prohibited Waste at

Customer's expense. Customer shall indemnify, hold harmless and pay or reimburse 5280 for all costs, damages and/or fines incurred as a result of or relating to Customer's deposit of Prohibited Waste in 5280's containers or other failure to comply or conform to these terms and conditions, including costs of inspection, testing and analysis.

Performance of Services

5280 will provide all containers and other related equipment on the Customer's jobsite or residence for the collection of all of Customer's waste material. The number of dumpsters will be determined by 5280 after a discussion with the Customer. Additional dumpsters may be added to this Agreement and shall automatically become a part of and subject to the terms of this Agreement. 5280 will collect the waste materials on a scheduled and mutually agreed basis and properly dispose of all waste materials in accordance with State, Federal, Local, EPA and RCRA regulations. 5280 will use the best method of disposal, including but not limited to recycling, composting, landfill, hazardous waste disposal facilities or other. 5280 may, at any time, inspect the waste material for Prohibited Waste and will determine the proper disposal method, course of action if not transportation and disposal, and 5280 will assess Additional Charges if appropriate.

Volume and Weight

State law governs gross vehicle weight. Customer agrees to pay for overweight charges. Disposal charges are also directly related to weight. Customer's use of 5280's service includes the cost of hauling and disposal of a fixed number of tons of debris in a container. Additional Charges will apply to debris in excess of this fixed, included amount. In no event will Customer load debris weighing 10 tons or more into a container. Containers may not be filled above the top edge. 5280 reserves the right to refuse hauling of containers filled over the top or containers that exceed the legal weight limit. 5280 reserves the right to terminate service if Customer does not abide by these regulations.

Service Interruptions, Container Relocation or Reposition, Demurrage and Other Miscellaneous Charges

If a container is overloaded, overweight, or if the container itself or a location designated by the Customer for service of our container is blocked, or if there is any other condition beyond our control creating a situation such that we cannot complete the service, a Trip Charge shall apply. Relocation of a container from one job site or location to another, or requests to Reposition our container to a new location on the same job site will also incur Additional Charges. Delays to the performance of our services that are beyond our control or delays at the request of the Customer once we reach the job site are also billable items subject to Additional Charges. These and other Miscellaneous Charges are listed in Exhibit A to the Agreement, "Additional Charges".

Equipment

All containers and equipment used to provide the service to the Customer is and shall remain the property of 5280. Customer assumes responsibility for any damage to containers beyond normal wear and tear. Customer agrees to provide 5280 with access to its containers at all reasonable times in order to provide service, over surfaces that can sustain the weight and operation of 5280's trucks and containers. Customer acknowledges that 5280 shall not be liable for any damage to driving surfaces or container placement surfaces resulting from 5280's trucks serving containers on the agreed upon areas. Customer will not file any lien, nor allow any lien to be filed by others, against any 5280 equipment. Any 5280 container or other 5280 equipment which is damaged, stolen or lost while at Customer's location shall be the exclusive responsibility of the customer and will be subject to Additional Charges in accordance with Exhibit A. Customer may not move any 5280 container or equipment from where it is placed by 5280 and Customer may not store Prohibited Waste in the containers or with 5280 equipment while 5280 containers and equipment are in Customer's possession.

Payment

Customer agrees to pay 5280's invoices upon receipt unless Customer has been extended credit by 5280. If credit is extended all invoices shall be paid by Customer within 30 days of the invoice date. Customer agrees that any account that is unpaid past 30 days from invoice is subject to a late fee of 1.5% per month of the outstanding balance which shall continue until the balance is paid in full. Should 5280 be forced to initiate collection action against a Customer's account, Customer agrees to pay 5280's reasonable costs of collection, attorney fees and court costs. The amount of any and all applicable taxes shall be added to the price and paid by the Customer unless Customer has provided 5280 Waste Solutions with exemption certificates acceptable to the taxing authorities.

Assignment

Customer may not assign this Agreement without the prior written consent of 5280.

Limitation of Liability

Customer agrees that they are the generators of the waste. As such, ownership of and all responsibility for any and all possible liability for direct, secondary or consequential damage related to the waste remain with Customer during and after transport by 5280. 5280 provides transportation of Customer's waste material only. 5280 Waste Solutions is not liable for any loss or damage to or for the repair, replacement or restoration of any of the Customer's waste material. 5280 Waste Solutions aggregate liability, if any, arising under the execution of services to the Customer is limited to the amount of service fees received by 5280 Waste Solutions for the individual load that is transported. Notwithstanding the foregoing, in no event will 5280 Waste Solutions have responsibility for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

Indemnification, Attorney Fees & Collections Cost

Customer shall indemnify 5280 waste solutions for all costs and damages suffered by 5280 Waste Solutions as a result of the customer's actual or threatened breach of this Agreement. In addition to all other legal and equitable remedies, in the event it becomes necessary for 5280 waste solutions to enforce the term of this Agreement, including but not limited to any action to collect sums due hereunder, 5280 waste solutions shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.

Miscellaneous

These Terms and Conditions together with any Proposal or Proposals associated with them and agreed to by the parties in writing, is the entire Agreement between the parties, and supersedes any and all prior Agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Colorado, excluding its choice of law provisions. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the contents requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exceed any right or privilege granted to that party under this Agreement, will not be considered as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notice to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the customer and its Head Office identified on the cover page, and if to 5280 Waste Solutions, to the respective contact with whom the original contract was signed unless notice of a new Agreement given and received in accordance with this section.

Notices

5280 Address
5280 Waste Solutions
7010 Broadway, Ste 106
Denver, CO 80221

Customer Address

Exhibit A Additional Charges

Additional Charges shall consist of the items listed below and any other extra or extraordinary costs of delivering our services to customers that we incur beyond the normal course of our operations.

Surcharges, Fees of Any Kind, Other Costs (whether one time or ongoing):

These will be passed through and identified as they are added to our standard disposal costs imposed on us for any reason by recycling centers, landfills, transfer stations or other destinations for customer waste.

5280 Containers and Other Equipment Lost, Stolen or Damaged While Being Used by Customers:

These items are an additional charge to Customer equal to the cost of repairs to the container or equipment or the cost of replacement of the container or equipment if not repairable or not recoverable.

Demurrage:

\$246.00 per Hour, Prorated in Quarter Hour Increments

Demurrage charges will occur when a 5280 driver has arrived at Customer's job site and waited more than 15 minutes to start service for reasons beyond 5280's control.

Dumpster Relocate:

\$325.00

Dumpster Relocate fee is applicable within 10 miles of the original delivery location.

Dumpster Reposition:

\$246

Dumpster Reposition fee is applicable when Customer requests that a container or equipment be moved to a new location on the same property.

Dump and Return:

\$246 Per Hour

Time runs from pickup to Redelivery added to the original of the dumpster and disposal.

Boulder Tax:

12 Yard Dumpster - \$12 Per. 20 Yard Dumpster - \$20 Per. 30 Yard Dumpster \$30 Per. 40 Yard Dumpster- \$40 Per.

The City of Boulder sales tax must be collected on all sales of tangible personal property and taxable services made inside City of Boulder limits.

Denver Residential Right of Way Permits:

\$55 processing plus \$15 a day "Denver Residential Right of Way Permits *Arterial Roadway & Bagged Meter Permits \$55 processing fee, the City and County of Denver will determine the cost of the permit"

Dumpster Daily Usage:

5280 Waste Solutions will charge a daily usage fees on all rented dumpsters that exceed the following duration:

Key Customers 28 days \$20 per day after 28 days.

Contractor and Brokers 14 day \$20 per day after 14 days

Retail 5-7 days \$35 per day after 5-7 days

Customer Categorization:

Key customers are categorized by having a yearly spend of 50K or greater

Contractor and Brokers customers are categorized by having a yearly spend of 4K to 49K

Retail customers are categorized by having a yearly spend of 4K or less

Distance Charge:

A distance charge will be applied for any service locations outside of 5280 Waste Solutions standard service area located within the C470 / E470 / Northwest Parkway including Boulder proper. All project requests outside of the standard service area will need to be requested one week prior to the service date. Projects outside of standard service area will be priced on an individual basis and will be carefully considered.

Weight Limits:

5280 Waste Solutions will include transport and disposal of some waste by tonnage in the base price per service. Any additional tonnage of waste, beyond what is included, will be charged at applicable rates per the Proposal.

Prohibited Waste:

Charges apply for 5280's response to Prohibited Waste and charges will be added for all 3rd parties that are engaged to properly and legally deal with any Prohibited Waste.