

## CLEAN SOIL/INERT WASTE ACCEPTANCE AGREEMENT

This agreement must be executed before Reserve Silica Corporation can accept any material for disposal site. Also, this agreement must be executed by an owner or officer of your firm (the Company).

By signing this agreement, the signor/Company certifies that all material delivered to Reserve Silica is (a) free of any contaminants (b) does not contain radioactive wastes; is not dangerous waste or extremely hazardous waste (as defined by WAC 173-303); does not contain hazardous substances (as defined by WAC 173-340), petroleum or petroleum by-products; is not soil defined as "problem wastes" under WAC 173-304, for instance, soils removed as part of any cleanup action under Washington's Model Toxics Control Act, RCW 70A.305, *et seq.* or comparable laws; and is not any other solid waste, included but not limited to rubbish, ashes or material, not meeting the definition of and criteria for "inert waste" (WAC 173-350-100; WAC 173-350-990).

Reserve Silica reserves the right to inspect, sample and/or require the Company to sample all material before accepting the material. This right does not relieve the Company of its responsibility to tender only material as defined in the preceding paragraph. Any material that is not clean soil or inert waste will be rejected. Removal and disposal of rejected material is the sole responsibility of the Company. If, after acceptance, the material is discovered not to be clean soil or inert waste, Reserve Silica will notify the Company. If requested, the Company must remove the material within 24 hours of notification.

Reserve Silica is not allowed to accept concrete or concrete rubble. The exception to this rule would be a mixed load with dirt. The concrete amount must be less than 20% of the load by volume and concrete individual pieces cannot exceed 12 inches in diameter.

The Company agrees to defend, indemnify, and hold Reserve Silica harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and all cost of defense relative thereto, including legal fees, caused by or resulting from the Company's breach of this agreement, specifically including any breach of the Company's obligation to deliver only material as defined above.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_