



TERMS & CONDITIONS

The Customer and Diamond Waste Services, Inc., (Contractor) agree to the following terms and conditions. Contractor shall provide hauling and disposal services and equipment to the Customer and Customer agrees to pay for said services as quoted and defined here.

ACCEPTANCE OF DELIVERY OF CONTRACTOR'S CONTAINER(S) AND/OR EQUIPMENT AT CUSTOMER'S SITE CONSTITUTES CUSTOMER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Customer agrees that containers provided for construction and demolition wastes cannot contain trash, garbage, medical/hospital wastes, furniture, appliances, mattresses, animal carcasses, large amounts of carpet, compressed gas cylinders or tanks, creosote, paint, oil, explosives, tires, drums, chain link fence, large timbers, railroad ties, large concrete or rock, asbestos or chemicals. **Customer agrees that containers provided for stumps, land clearing, clean wood, clean dirt, clean concrete, or clean masonry debris, would not contain any other debris of any kind. If Contractor hauls and finds any unacceptable wastes in any load the Customer will be charged and agrees to pay additional fees and additional charges at Contractor's standard rates at that time.**

It is expressly understood and agreed that Contractor is not responsible for the loading of any refuse into equipment and/or containers left at the Customer's site. Customer agrees not to load above the top of any container. Customer agrees not to overload the containers. Open top roll-off containers with more than five tons of waste will be subject to additional charges at Contractor's standard rates at that time. Customer agrees to pay any overweight tickets and/or citations received by Contractor while hauling the Customer's containers. Customer agrees to pay a trip charge for containers blocked for pick-up, delivery or otherwise unserviceable. Containers, which have no activity for ten days or more will be subject to daily container rental fees.

Disposal costs, fuel and travel to disposal sites, which Contractor is subject to, are significant costs of the service provided to the Customer. Contractor will increase the price of the collection and hauling services provided to the Customer should disposal costs, fuel price (fuel surcharge) or travel distance increase. Any increase in disposal fees, fuel price or travel distance will be passed on to the Customer immediately. Disposal charges consist of fees paid to disposal sites for their receiving solid waste materials plus carrying charges for handling, financing and verification of these transactions. Furthermore, in addition, Contractor may also adjust other charges from time to time upon ten (10) days notice prior to the effective date of adjustment.

The waste material to be collected and disposed of by Contractor pursuant to this agreement is solid waste generated by Customer excluding liquid, radioactive, volatile, flammable, explosive, toxic, infectious, biological, or hazardous material. Contractor shall not be responsible for any other hazardous waste or any other unacceptable material placed in the containers. The term hazardous material shall include, but not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency or municipal agency. Title to and liability for any and all waste shall remain with the Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste hauled by and/or disposed of by Contractor.

All containers and equipment furnished by Contractor for use by the Customer shall remain the property of Contractor and the Customer shall have no right, title or interest in the containers. Customer shall not make any alterations or improvements to any container without prior written consent of Contractor. Customer acknowledges that it has care, custody, possession and control of equipment owned by Contractor and accepts responsibility for the

equipment except when it is being physically handled by Contractor. Customer shall be responsible for the cleanliness and safekeeping of the containers. **Customer shall not use them for incineration purposes and shall be liable to Contractor for any loss and/or any damage to any container and/or equipment in excess of reasonable wear and tear.** Customer agrees to indemnify, hold harmless and defend Contractor against and all claims, damages, losses, causes of action, including but not limited to reasonable attorney fees, and any other liability for injury and/or death to persons or damage to property arising out of the possession or use of any container and/or equipment by the Customer. **In addition, Customer shall be responsible for all damages, fines and penalties caused by overloading containers, non-conforming or unacceptable materials or improper use.**

Customer shall pay Contractor for the service and/or equipment furnished by Contractor (in advance where applicable) in accordance with the charges and rates quoted by contractor and others provided herein. Customer shall make payment to Contractor upon receipt of an invoice (in advance when applicable) from Diamond Waste Services, Inc. Contractor will impose and customer agrees to pay a late fee for any amount not paid to Contractor within thirty (30) days of invoice date will carry interest at the rate of one and one half percent (1 1/2%) per month (18% per annum), both before and after judgment, and further agrees to pay all costs incurred in collection, including attorney's fees in the amount of thirty-three percent (33%) of the total balance due if this account is placed with an attorney for collection, whether suit is filed or not. Customer expressly agrees to submit to personal jurisdiction in Maryland and that the form for any litigation pursuant to obtaining payment for containers and services provided shall be in Baltimore County, Maryland.

The parties, without affecting the validity of the agreement, may agree to changes in the rates, the type, size and amount of equipment or the frequency of service orally or in writing. Consent to the charges shall be evidenced by the practices and actions of the parties. Contractor reserves the right to suspend collection on all legal holidays and due to inclement weather.

Customer acknowledges that Contractor shall not be liable for any damage to pavement or asphalt, curbing, driveway, parking lot, any road surfaces or any other surfaces resulting from its trucks and equipment servicing an agreed upon area. The Customer is responsible for Local Government and/or Landlord's permission, if, or as needed.

Customer agrees that all funds owed to Customer from anyone or received by Customer, to the extent those funds result from the containers and services provided by Contractor, shall be held in trust for the benefit of Contractor. Customer agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Contractor all such Trust Funds. Customer further irrevocably assigns to Contractor any rights it has to Trust Funds to the extent that sums are justly due to Contractor for containers and services provided.

In no event shall Contractor be liable for any compensatory, incidental or consequential damages which arise from Contractor providing any container and/or equipment, or otherwise, including, but not limited to, loss of use, loss of profits, direct, indirect or consequential damages, including, but not limited to damages to property or personal injuries/death arising out of or in connection with Contractor providing any container and/or equipment, or otherwise, regardless of whether such failure was caused by intentional or negligent acts or omissions of Contractor or a third party, breach of contract or otherwise. Contractor's liability under this agreement shall be limited solely to the amount of any funds paid by the Customer to Contractor. Customer expressly agrees to submit to personal jurisdiction in Maryland and that the form for any litigation whether suit is brought by Contractor or Customer, shall be in Baltimore County, Maryland.