

CUSTOMER INFORMATION :

COMPANY NAME: ("Customer")
COMPANY ADDRESS: CITY, STATE, ZIP:
CONTACT NAME: CONTACT TITLE:
PHONE NUMBER: FAX NUMBER:

DATE OF AGREEMENT:

BILLING INFORMATION :

BILLING ADDRESS: CITY, STATE, ZIP:
CONTACT NAME: CONTACT TITLE:
PHONE NUMBER: FAX NUMBER:

IF ALL INVOICES WILL NOT BE SENT TO THIS LOCATION, PLEASE ATTACH A LIST OF ADDITIONAL SHIPPING LOCATIONS WITH CORRESPONDING BILLING INFORMATION AS SCHEDULE 4 OF THIS AGREEMENT.

COVANTA FACILITY INFORMATION ("Facility")

- | | | |
|--|--|---|
| Covanta Alexandria/Arlington, Inc. <input type="checkbox"/> | Covanta Lancaster, Inc. <input type="checkbox"/> | Covanta Onondaga, LP <input type="checkbox"/> |
| Alexandria, VA | Marietta, PA | Jamesville, NY |
| Covanta Warren Energy, LP <input type="checkbox"/> | Covanta Lake, Inc <input type="checkbox"/> | Covanta Honolulu, Inc. <input type="checkbox"/> |
| Oxford, NJ | Okahumpka, FL | Kapolei, HI |
| Covanta Fairfax, Inc. <input type="checkbox"/> | Covanta Marion, Inc. <input type="checkbox"/> | Covanta Hennepin Energy, LP <input type="checkbox"/> |
| Lorton, VA | Brooks, OR | Minneapolis, MN |
| Covanta Haverhill, Inc. <input type="checkbox"/> | Covanta Stanislaus, Inc. <input type="checkbox"/> | Covanta Indianapolis, Inc. <input type="checkbox"/> |
| Haverhill, MA | Crows Landing, CA | Indianapolis, IN |
| Covanta Huntsville, Inc <input type="checkbox"/> | Covanta Huntington, LP <input type="checkbox"/> | Covanta Essex <input type="checkbox"/> |
| Huntsville, AL | East Northport, NY | Newark, NJ |
| Covanta WBH, LLC <input type="checkbox"/> | Covanta Union, Inc. <input type="checkbox"/> | Covanta Del-Val <input type="checkbox"/> |
| Tulsa, OK | Rahway, NJ | Chester, PA |
| Covanta Hempstead <input type="checkbox"/> | Covanta Niagara <input type="checkbox"/> | Covanta SeConn <input type="checkbox"/> |
| Westbury, NY | Niagara Falls, NY | Preston, CT |
| Covanta SeMass <input type="checkbox"/> | Covanta Springfield, LLC <input type="checkbox"/> | Covanta Pittsfield <input type="checkbox"/> |
| West Wareham, MA | Agawam, MA | Pittsfield, MA |

**DELIVERIES CAN BE MADE TO THE FACILITY AS DESCRIBED IN SCHEDULE 2
ONLY FACILITIES LISTED IN YOUR SUPPLEMENTAL WASTE APPROVAL LETTER WILL BE PERMITTED TO
ACCEPT SUPPLEMENTAL WASTE**

CSS RESERVES THE RIGHT TO INTERRUPT DELIVERIES AT ANY TIME IN ITS SOLE DISCRETION.

PAYMENT: CUSTOMER SHALL MAKE PAYMENT UPON RECEIPT OF CSS' STATEMENT AT THE ADDRESS SPECIFIED ON SUCH INVOICE. AMOUNTS OWED TO CSS MORE THAN THIRTY (30) DAYS AFTER INVOICE ISSUANCE SHALL ACCRUE INTEREST EACH DAY SUCH INVOICE IS NOT PAID AT 1% PER MONTH OR THE MAXIMUM RATE PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS. CUSTOMER SHALL ALSO PAY CSS' REASONABLE INVESTIGATION COSTS AND ATTORNEY'S FEES. AT CSS' OPTION, BASED ON THE RESULTS OF A CREDIT CHECK, CSS MAY REQUIRE, AND CUSTOMER SHALL PROVIDE AS SECURITY, AN ESCROW FUND OR A PAYMENT BOND SUFFICIENT TO COVER PROCESSING SUPPLEMENTAL WASTE BROUGHT TO THE FACILITY BY CUSTOMER.

IN CONSIDERATION OF THEIR MUTUAL PROMISES MADE HEREIN, THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT, WHICH CONSTITUTE THE ENTIRE UNDERSTANDING AND CANCEL AND SUPERSEDE ALL PRIOR NEGOTIATIONS, UNDERSTANDINGS, AND AGREEMENTS CONCERNING CSS' SERVICE. NO CHANGES TO THIS AGREEMENT WILL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY BOTH PARTIES HERETO. NO FAILURE BY EITHER PARTY TO INSIST ON PERFORMANCES SHALL OPERATE AS A WAIVER OF OTHER OR SUBSEQUENT BREACHES.

CUSTOMER

COVANTA SECURE SERVICES

AUTHORIZED SIGNATURE/TITLE

AUTHORIZED SIGNATURE/TITLE

PLEASE SEND TWO SIGNED ORIGINALS TO CSS AT THE ABOVE ADDRESS

TERMS AND CONDITIONS OF DISPOSAL SERVICES AGREEMENT

1. CUSTOMER SHALL DELIVER, AND CSS SHALL RECEIVE AND DISPOSE OF, CUSTOMER'S SUPPLEMENTAL WASTE WHICH HAS BEEN APPROVED FOR DELIVERY BY CSS UNDER AN APPROVAL LETTER, AS DEFINED IN PARAGRAPH 2, BELOW. SUPPLEMENTAL WASTE DOES NOT INCLUDE UNACCEPTABLE WASTE OR HAZARDOUS WASTE. HAZARDOUS WASTE SHALL MEAN ANY WASTE WHICH IS LISTED, HAS THE CHARACTERISTICS OF, OR IS OTHERWISE IDENTIFIED AS A HAZARDOUS WASTE OR SUBJECT WASTE UNDER APPLICABLE STATE OR FEDERAL LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. ET SEQ. AND THE REGULATIONS PROMULGATED THEREUNDER). UNACCEPTABLE WASTE SHALL MEAN: ANY NON-HAZARDOUS WASTE WHICH IS NOT PERMITTED TO BE PROCESSED AT A FACILITY UNDER APPLICABLE LAWS OR PERMITS; SOURCE, SPECIAL NUCLEAR OR BY-PRODUCT MATERIAL AS DEFINED BY THE ATOMIC ENERGY ACT OF 1954 AND THE REGULATIONS THEREUNDER; ASBESTOS-CONTAINING WASTE; MERCURY-CONTAINING WASTE; AND ANY WASTE DELIVERED BY CUSTOMER WHICH IS NOT APPROVED BY CSS FOR DELIVERY UNDER AN APPROVAL LETTER OR WHICH DOES NOT CONFORM TO THE INFORMATION PROVIDED TO CSS BY CUSTOMER WITH RESPECT TO SUCH WASTE. CSS SHALL BE ENTITLED TO REJECT ANY AND ALL WASTE WHICH IS NOT SUPPLEMENTAL WASTE. CSS SHALL HAVE THE RIGHT TO INSPECT THE CONTENTS OF ANY VEHICLE. AT CSS' REQUEST, CUSTOMER SHALL PROMPTLY CONTAIN, CLEAN UP AND REMOVE IN ACCORDANCE WITH APPLICABLE LAWS ANY UNACCEPTABLE WASTE OR HAZARDOUS WASTE IT DELIVERS TO THE FACILITY. IF CUSTOMER DOES NOT IMMEDIATELY UNDERTAKE SUCH ACTIONS, CSS MAY UNDERTAKE THEM AT CUSTOMER'S EXPENSE AND AS CUSTOMER'S AGENT. ALL COSTS, EXPENSES, FINES AND PENALTIES IN CONNECTION WITH SUCH HAZARDOUS OR UNACCEPTABLE WASTE SHALL BE PAID BY CUSTOMER. A SURCHARGE OF \$500.00 PER LOAD WILL BE CHARGED BY CSS AND PAID BY CUSTOMER FOR ANY LOADS WHICH UPON INSPECTION, ARE FOUND TO CONTAIN HAZARDOUS OR UNACCEPTABLE WASTE. IN ADDITION, IN THE EVENT OF A SPILL OR RELEASE OF WASTE DELIVERED BY CUSTOMER WHILE SUCH WASTE IS IN CUSTOMER'S CONTROL, CUSTOMER SHALL CONTAIN AND CLEAN UP THE SPILL OR RELEASE IN ACCORDANCE WITH APPLICABLE LAWS AND CSS GUIDELINES, AND SHALL REIMBURSE CSS FOR ALL COSTS, EXPENSES, FINES AND PENALTIES IN CONNECTION WITH SUCH SPILL OR RELEASE. SUPPLEMENTAL WASTE DELIVERED BY A CARRIER WHICH HAS CONTRACTED WITH CSS OR CUSTOMER FOR DELIVERY IS DEEMED TO HAVE BEEN DELIVERED BY THE CUSTOMER FOR THE PURPOSES OF THIS AGREEMENT.
2. CUSTOMER SHALL, IN ADDITION TO ANY LABELING, PACKAGING, MARKETING, MANIFEST OR OTHER SUCH DOCUMENTATION REQUIRED BY LAW, PROVIDE CSS, IN ADVANCE, WITH A DETAILED WRITTEN PHYSICAL AND CHEMICAL DESCRIPTION OR ANALYSIS OF THE SUPPLEMENTAL WASTE, INCLUDING A LISTING OF UNIQUE CHEMICAL CHARACTERISTICS AND SAFETY PROCEDURES, IF SUCH EXISTS, THAT WOULD BE OF MATERIAL SIGNIFICANCE TO THE HANDLING OF SUCH SUPPLEMENTAL WASTE (A "MATERIAL CHARACTERIZATION FORM" OR "MCF") . WHERE REQUESTED BY CSS, A REPRESENTATIVE SAMPLE OF THE WASTE SHALL BE PROVIDED. CUSTOMER SHALL PROMPTLY FURNISH TO CSS ANY INFORMATION REGARDING KNOWN, SUSPECTED, OR PLANNED CHANGES IN COMPOSITION IN SUCH SUPPLEMENTAL WASTE AND CUSTOMER SHALL ACCORDINGLY UPDATE THE MCF. CUSTOMER WARRANTS THAT ALL SUPPLEMENTAL WASTE SPECIFIED IN THE MCF AND DELIVERED TO CSS SHALL CONFORM TO THE DESCRIPTION SET FORTH ON THE MCF AND THAT THE CONTENTS OF EACH CONTAINER DELIVERED WILL BE ACCURATELY AND CLEARLY SET FORTH ON A LABEL AFFIXED TO THE OUTSIDE. IF CSS AGREES THAT IT WILL ACCEPT THE WASTE DESCRIBED IN THE MCF, IT WILL ISSUE A WASTE APPROVAL LETTER, THE FORM OF WHICH IS ATTACHED AS SCHEDULE 1. THE WASTE APPROVAL LETTER WILL SPECIFY THE FACILITY OR FACILITIES TO WHICH THE WASTE WILL BE DELIVERED AND THE PRICING FOR DISPOSAL OF THE WASTE. IF CUSTOMER REQUESTS CSS TRANSPORTATION SERVICES, CSS WILL ISSUE A TRANSPORTATION QUOTE ACKNOWLEDGEMENT FORM AS CONFIRMATION OF THE CURRENT TRANSPORTATION RATE, THE FORM OF WHICH IS ATTACHED AS SCHEDULE 3. TRANSPORTATION SERVICES WILL NOT BE PROVIDED UNTIL THE TRANSPORTATION QUOTE ACKNOWLEDGEMENT FORM HAS BEEN SIGNED BY THE CUSTOMER AND RECEIVED BY CSS.
3. EACH PARTY (THE "INDEMNITOR") HERETO SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE PARTNERS, AND PARENTS, SUBSIDIARIES, AND AFFILIATES, AND, IN THE CASE OF CSS, ITS CLIENT COMMUNITIES (AN "INDEMNIFIED PARTY"), FROM AND AGAINST ANY AND ALL COSTS, LOSSES, DAMAGE, SUITS, LIABILITY AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE INVESTIGATION AND LEGAL EXPENSES) ARISING OUT OF ANY CLAIM FOR LOSS OF OR DAMAGE TO PROPERTY, AND INJURIES TO OR DEATH OF PERSONS, INCLUDING INDEMNIFIED PARTY'S EMPLOYEES, CAUSED BY OR RESULTING FROM THE BREACH OF THIS AGREEMENT OR APPLICABLE LAW, NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITOR, ITS EMPLOYEES, HAULERS, CONTRACTORS, SUBCONTRACTORS OR AGENTS OR THEIR DELIVERY TO THE FACILITY OF WASTE EXCLUDED FROM THE DEFINITION OF SUPPLEMENTAL WASTE IN ARTICLE 1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR IN ANY OTHER CAUSE OF ACTION WHATSOEVER. SAID DUTIES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
4. THE PARTIES SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS IN CONNECTION WITH ITS PERFORMANCE OF AND ACTIVITIES IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR THE OBLIGATION TO PAY FOR SERVICES RENDERED, NO PARTIES HERETO SHALL BE LIABLE FOR ITS FAILURE TO PERFORM HEREUNDER DUE TO EVENTS BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, STRIKES, RIOTS, WAR, FIRE, OR ACTS OF GOD, HEREIN CALLED "EVENTS OF FORCE MAJEURE." THE FINANCIAL INABILITY TO PERFORM OF A PARTY IS NOT AN EVENT OF FORCE MAJEURE.
5. EACH PARTY SHALL MAINTAIN, AND FURNISH TO THE OTHER, UPON REQUEST, CERTIFICATES ATTESTING TO THE EXISTENCE OF, WORKERS' COMPENSATION INSURANCE PROVIDING STATUTORY BENEFITS, EMPLOYER'S LIABILITY INSURANCE WITH POLICY LIMITS OF NOT LESS THAN \$1,000,000, AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE WITH POLICY LIMITS OF NOT LESS THAN \$2,000,000 EACH OCCURRENCE FOR BODILY INJURY OR DEATH AND \$2,000,000 EACH OCCURRENCE FOR PROPERTY DAMAGE LIABILITY, AND POLLUTION LIABILITY INSURANCE HAVING A MINIMUM LIMIT OF \$2,000,000 PER OCCURRENCE. EACH SUCH CERTIFICATE SHALL CONTAIN A STATEMENT OF THE INSURER'S OBLIGATION TO NOTIFY THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO CANCELLATION OF ANY POLICY COVERED THEREUNDER. EACH PARTY SHALL CAUSE THE AFORESAID LIABILITY POLICIES (WITH THE EXCEPTION OF WORKERS COMPENSATION AND POLLUTION LIABILITY) TO BE DULY AND PROPERLY ENDORSED BY ITS INSURANCE UNDERWRITERS AS FOLLOWS: A) TO PROVIDE AN ENDORSEMENT NAMING AS ADDITIONAL INSURED, AND WAIVING SUBROGATION IN FAVOR OF, THE INDEMNIFIED PARTIES; B) TO CONTAIN A STANDARD CROSS LIABILITY AND SEVERABILITY CLAUSE; C) TO PROVIDE THAT SAID INSURANCE SHALL BE PRIMARY IN ALL INSTANCES WITH RESPECT TO CSS'S INSURANCE, WHICH SHALL BE SECONDARY AND NON-CONTRIBUTING AT ALL TIMES; AND D) TO PROVIDE CONTRACTUAL LIABILITY COVERAGE.
6. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY UPON 30 DAYS' WRITTEN NOTICE. ANY OBLIGATION OF ANY PARTY FOR THE PAYMENT OF MONEY WHICH AROSE PRIOR TO THE DATE OF TERMINATION SHALL SURVIVE TERMINATION. CUSTOMER SHALL NOT ASSIGN THIS AGREEMENT WITHOUT CSS'S WRITTEN CONSENT.
7. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SCHEDULE 1

**COVANTA SECURE SERVICES, INC.
SUPPLEMENTAL WASTE APPROVAL LETTER**

Example of the approval letter, which will be mailed under separate cover.

Date:
Material:
Price per ton pit feed:

Approval #:
Waste type:
Price per ton hopper feed:
Disposal Facility:

Your Company Contact
Company Name
Street Address
City, State & Zip Code
«COVNumber» «LocationNumber»

Dear :

Covanta Secure Services, Inc. is pleased to provide this approval for waste-to-energy disposal of the above-referenced material at Covanta XXXXX. This approval letter will remain in effect until another approval letter (which may include a disposal price adjustment based upon an increase in CPI-U) is issued for this waste stream superseding this document.

The attached Covanta Secure Services, Inc. "Terms and Conditions" sheet lists the Covanta facilities approved for acceptance of this material and who to contact at the facility to schedule delivery and disposal. The Terms and Conditions sheet also provides specific packaging and delivery requirements for these materials. Failure to comply with these requirements will result in unnecessary delays, possible rejection of your materials and/or added costs.

A "Non-hazardous Certification" is also enclosed with this approval. This form must be signed by an authorized generator representative and accompany the manifest with every load scheduled for entry into our facility. Also enclosed is a sample Pre-shipment Notification which is used for the purposes of confirming delivery once the appointment has been scheduled, stating the correct billing information and serving as a Certificate of Disposal.

Covanta Secure Services, Inc. may, at its sole discretion, provide additional labor, when required, to manage your materials at the Covanta disposal facility. Such labor will be billed at \$45 per man hour, and there is a \$500 minimum disposal charge per load on all waste shipments. Delivery and disposal of waste under this approval # XXXX is subject to the terms and conditions of this approval package and the Covanta Secure Services, Inc. Supplemental Waste Disposal Agreement executed on XXXXX.

Thank you for this opportunity to assist you with your non-hazardous waste disposal needs. If you have any questions or require additional assistance, please contact me at 1-800-950-8749 or directly at 973-882-XXXX.

Sincerely,

Account Executive

Enclosures: Terms & Conditions
Pre-shipment Notice
Non-hazardous Certification

c: Facility Contact
Sales Manager
CSR



PRESHIPMENT NOTIFICATION

Ship From/Scheduling Information

Delivery Date:	Time:	Estimated Tons
Company:	Address:	
Contact:	City, State	
Transport	Generator WTS#:	Location #:

Waste Information

Approval	Add	Waste Description	Quantity	Class	Packaging
Additional Approval #'s					

Billing Information

Company	Bill to WTS #:	Location #:
Contact:	Telephone:	
Address:	Fax:	
City, State Zip	Purchase Order #:	

Certificate of Disposal

To the exclusion of the following comments, the listed material has been received and delivered to the refuse pit or feed chute for combustion in the unit(s) in accordance with the conditions of the approval to accept said wastes as provided for in the Supplemental Waste Disposal Agreement. The placement of these materials into the pit or feed chute was witnessed by:	Company:
	Address:
	City, State Zip
	Contact Name:
	Telephone:
Signature _____	Date:
COMMENTS:	

Note: Some or all of the information contained in this document constitutes trade secret information of the generator, broker or distributor named herein or confidential, proprietary customer subsidiaries or affiliates. Disclosure of this information to any third-parties without prior notice to all parties named on this form, and an opportunity of those parties to request a hearing regarding said disclosure may be prohibited under applicable federal and state laws.

Visit Our Online Customer Center, created with you in mind
www.CovantaSecureServices.com/CustomerCenter

SCHEDULE 2

FACILITY RULES, REGULATIONS AND PROCEDURES

ANY VIOLATION OF THESE RULES AND REGULATIONS MAY RESULT IN PENALTIES, INCLUDING THE SUSPENSION OF PROCESSING PRIVILEGES.

Tipping Requirements and Procedures:

1. All deliveries must be scheduled in advance.
2. Customers' vehicles shall properly display and be in compliance with state and local rules, regulations and ordinances regarding vehicle and equipment registration, identification and permitting, including tare and gross weights and capacity. Vehicles arriving at the scale house which do not have appropriate identification may be refused entry to the Facility.
3. All vehicles shall check through security gates and proceed to the scale house. After weighing in, the scale house operator will direct the vehicle to the tipping area.
4. During periods of peak deliveries, vehicles awaiting weigh-in will queue at the entrance to scales. If the line of vehicles reaches the capacity of the Facility entrance road, a Facility staff member will direct the vehicles to a holding area.
5. Upon exiting the scale, vehicles shall enter the tipping area and position to unload as directed. After unloading, the driver shall thoroughly clean the tail gate and rear assembly of his vehicle before exiting the Facility.
6. Vehicles may be directed periodically to a specific area on the tipping floor and requested to unload for examination. If this spot check results in materials being rejected or in the discovery of Hazardous Waste or Unacceptable Waste, the following procedures shall be observed:
 - a) For Unacceptable Waste which is not Hazardous Waste, Customer will be required to reload such materials for disposal elsewhere.
 - b) For Hazardous Waste, vehicles may be required to remain at the Facility until appropriate public health, environmental agency or other enforcement officials arrive.
 - c) Weight tickets issued for loads which are found to contain a portion of rejected waste shall not receive a credit for such deliveries.
7. Supplier's vehicles shall be unloaded in an expedient manner to assure and maintain an even traffic flow through the Facility.
8. After unloading and being released, the vehicle shall proceed to the scale house and be weighed out. The driver of each vehicle shall be presented with a weight ticket from the scale house attendant. Such tickets shall indicate the company name, vehicle identification, weight and tons delivered. Each driver shall sign the weight ticket and retain the appropriate copy for Customers' records of deliveries to the Facility. A driver who fails to sign for or receive a weight ticket shall be deemed to have made such delivery as if a weight ticket had been signed and received.

Driver Regulations:

1. Drivers shall follow standard vehicle safety practices at all times and shall observe all other CSS traffic and safety regulations while on the Facility site.
2. All containers must be absolutely secured so as not to allow leakage or spillage.

3. Vehicles, whether or not they are disabled, are not to be left unattended while on the Site or off the Site if such vehicles would impede approach to or exit from Facility. No vehicle shall be allowed to remain on the Facility Site overnight. Noncompliance with this regulation will result in having the vehicle towed at Customers' expense.
4. All vehicles shall proceed with extreme care at all times and drivers shall follow directions issued by appropriate Facility staff.
5. Manual unloading will only be permitted in designated area.
6. Vehicles shall not bump or roll into pit guard rails.
7. Drivers shall ascertain the correct placements of truck-beds and containers before releasing loads. No driver will be allowed to bump containers on tipping floor to aid in releasing the load.
8. Smoking is prohibited in and around the pit and Dumpster areas.
9. No driver shall possess, consume, or be under the influence of any illegal or intoxicating substances. No firearms, explosives or weapons of any kind shall be permitted on the Facility Site.
10. Foul, offensive language and other inappropriate behavior (i.e., littering, spitting, swearing, lewd gestures, etc.) are not permitted on Site.
11. 10 m.p.h. speed limit is enforced on all roadways on the Site.
12. Driver's will be responsible for tailgating palletized material to the rear of the vehicle.

Emergencies and Damages:

1. Drivers with fire in their loads (hot loads) shall be diverted immediately to a designated safe area, and shall assist CSS employees in extinguishing the fire. The local fire department shall be called upon if judged necessary by Facility personnel.
2. In the event of an accident, explosion, or breakdown of or to vehicles, equipment or the Facility which impairs the flow of traffic or the ability of the Facility to operate efficiently, drivers shall follow directions of Facility employees in dealing with such events. Any damage to Customers' vehicles or equipment including injury to personnel or to the Facility's premises or property shall be promptly reported to the Facility manager with all necessary details.

Transportation Quotation Acknowledgement Form

Customer,

Covanta Secure Services appreciates the opportunity to assist you with your transportation needs. Please read the following and sign below to acknowledge that your quotation is acceptable.

<u>Customer:</u>	<u>Date:</u>	
<u>Address:</u>		
<u>City:</u>	<u>State:</u>	<u>Zip Code:</u>
	<u>Phone:</u>	
<u>Contact Name:</u>	<u>Fax:</u>	
<u>Pick up Location:</u>		
To		
<u>Covanta (Facility):</u>	<u>Packaging:</u>	
<u>Rate:</u> \$	<u>Demurrage:</u> \$	
<u>Signature:</u> _____	<u>Additional charges:</u> _____	

* The quoted rate does not include the following assessorial charges.

- Taxes: Transportation and or waste taxes assessed by any Federal, State, City, or County agency due to the nature, classification or use of material being transported will be the responsibility of the customer.
 - Demurrage: The customer is responsible for all delays (beyond agreed free time) caused by the loading or unloading facility and will be charged accordingly.
 - Rejected Loads: Loads that are turned away from the unloading facility will incur additional charges. The customer will be notified of a rejected load. The standard rejected load fee is \$500.00.
 - Fuel surcharge: Fuel surcharges are not included in your quote. Due to fluctuating fuel costs the invoice you receive will reflect the current surcharge rate based on the weekly DOE fuel price index.
 - The additional charges line will be used to represent any holdover fees, rental charges or any other misc. fees incurred for any reason. There will be a description of the charges included with quote.
- All cancellations that are not made within 12 hours of the scheduled pick up time will be charged in full to the customer