

CLEAN EARTH OF NORTH JERSEY, INC.
ENVIRONMENTAL SERVICES AGREEMENT

On this _____ day of _____, 20____, **CLEAN EARTH OF NORTH JERSEY, INC.**, a New Jersey corporation with its principal office at 115 Jacobus Avenue, S. Kearny, New Jersey, 07032, hereinafter the "CONTRACTOR", and _____, with its principal office at _____, hereinafter the "CUSTOMER", enter into this Environmental Services Agreement (the "Agreement") as set forth below.

SCOPE OF WORK

Any written Proposal of Work submitted by the Contractor, along with any Schedules and/or Exhibits referenced therein, the information contained in the Waste Material Profile Sheets furnished by the CUSTOMER, and the Terms and Conditions stated herein, are hereinafter jointly referred to as the "Agreement". Any conflicts between information set forth in any documents referenced above and the Terms and Conditions stated herein shall be resolved, interpreted and controlled by the language of this Agreement.

PRICES AND TERMS

CUSTOMER agrees to pay for the services and performance of work under this Agreement in accordance with the terms set forth herein, unless specifically modified in writing by the language contained in the Proposal for Work referenced and incorporated herein.

Payment for services and performance of work under this Agreement shall be made by CUSTOMER within thirty (30) days of date of invoice. Failure to make payment within the thirty (30) day period shall cause interest to commence accruing at a rate of one and one-half percent (1 ½%) per month from date of invoice until payment in full is rendered, in addition to any other remedies available at law, in equity or hereunder.

If during the time that the Proposal for Work is pending acceptance by CUSTOMER, CONTRACTOR'S cost of chemicals, processing, transportation and/or performance increases as a result of compliance with any modifications or amendments to any applicable law, rule, regulation or ordinance of any federal, state or local governmental agency, department, courts or governing body, CONTRACTOR shall have the right, upon written notice to CUSTOMER, to increase the price hereunder in sufficient amount to recover such cost increase. If CUSTOMER fails to accept said cost increase before performance is to begin by CONTRACTOR, this Agreement may be canceled and deemed null and void at the option of CONTRACTOR.

All applicable federal, state and municipal excise, occupation, sales, use of service, ENVIRONMENTAL FEES AND SURCHARGES and other similar taxes shall be paid by CUSTOMER to CONTRACTOR, in addition to the price for the services and performance of work agreed to herein. CUSTOMER shall reimburse the CONTRACTOR for any such taxes, fees and surcharges if the latter pays the same, together with any interest and penalties assessed by the taxing authority.

Except as provided immediately above, CONTRACTOR may not increase the prices specified under this Agreement for a period of thirty (30) days from the date of the submittal to CUSTOMER. From and after thirty (30) days, the prices under this Agreement shall be subject to change by CONTRACTOR and CUSTOMER shall have five (5) days from the date of notification by CONTRACTOR to accept or reject any cost or price increase tendered by CONTRACTOR. If CUSTOMER rejects any increase, CONTRACTOR shall have the right to terminate this Agreement.

DESCRIPTION OF WASTE

CUSTOMER shall provide CONTRACTOR with a written, full, complete and accurate description of the solid and/or hazardous waste, including but not limited to, a complete description of all processes generating or involving the waste, the proper names, Hazard Class, the EPA identification number(s) and all Material Safety Data Sheets. CUSTOMER covenants, warrants and agrees that the description of the waste in the Waste Material Profile Sheet is full, complete and accurate, including but not limited to, the Process Generating The Waste, and the other information contained therein. CUSTOMER represents and warrants that all waste delivered to CONTRACTOR, including each unit or container of waste, shall conform to the description of the waste furnished to CONTRACTOR. Where CONTRACTOR requires CUSTOMER to furnish a sample of the waste to CONTRACTOR, CUSTOMER warrants and represents that the same is a true representative sample of the entire waste stream, provided however, that the submission of the sample to CONTRACTOR for laboratory analysis does not relieve CUSTOMER of its obligations to provide a written description of the waste nor CUSTOMER'S warranty of such description of the waste.

It is expressly understood and agreed that any technical assistance or advice rendered by CONTRACTOR to CUSTOMER in reference to the efforts of CUSTOMER to properly classify CUSTOMER'S waste stream, shall be deemed gratis advice only. It shall remain CUSTOMER'S responsibility at all times to comply with the environmental laws and to provide a proper description of the waste.

FAILURE OF WASTE TO CONFORM TO DESCRIPTION

In the event that the CONTRACTOR discovers that the waste or any unit or container thereof does not conform to the description set forth in this Agreement, whether or not said waste has previously been accepted by CONTRACTOR as conforming, CONTRACTOR shall notify CUSTOMER of the nonconformity and the parties shall initiate any necessary measures for the safe handling, transportation and/or disposal of the waste. If the parties cannot agree upon the alternate methods for properly handling the waste stream of CUSTOMER within twenty-four (24) hours from the time that CONTRACTOR has given written notice to CUSTOMER, CONTRACTOR may, in addition to any other remedies at law, in equity or hereunder, return said waste to CUSTOMER and CUSTOMER agrees to accept the same. For all nonconforming waste, CUSTOMER agrees to pay or reimburse CONTRACTOR for all reasonable costs of handling, storage, administration, transportation and/or disposal costs incurred by CONTRACTOR on behalf of CUSTOMER.

In addition, CUSTOMER shall reimburse CONTRACTOR for any damages incurred by CONTRACTOR, and any fines and penalties that CONTRACTOR may be required to pay any governmental agency or court due to CUSTOMER'S furnishing waste that was not in compliance with the specifications set forth in the Waste Material Profile Sheet.

At the time CONTRACTOR accepts the waste from CUSTOMER for transportation, title, risk of loss and all other incidents of ownership of the waste shall be transferred from CUSTOMER to CONTRACTOR. In the event that the waste is discovered to be nonconforming CONTRACTOR may revoke its acceptance of the waste so long as the waste material has not been materially altered or changed by CONTRACTOR. Upon written notification of revocation of acceptance, title, risk or loss and all other incidents of ownership shall revert in CUSTOMER.

INDEMNIFICATION

CONTRACTOR hereby agrees to indemnify and hold CUSTOMER harmless from any and all losses, damages, suits, penalties, costs, liabilities and expenses (including reasonable attorney's fees) arising out of any claim for loss or damage to property or the environment and injuries to or death of persons, including CONTRACTOR'S employees and agents, caused by or arising from CONTRACTOR'S negligence, breach of this Agreement or violations of laws, ordinances, rules, regulations or governmental actions, orders or permits.

CUSTOMER hereby agrees to indemnify and hold CONTRACTOR harmless from any and all losses, damages, suits, penalties, costs, liabilities and expenses (including reasonable attorney's fees) arising out of any claim for loss or damage to property or the environment (including CUSTOMER'S property) and injuries to or death of persons, including CONTRACTOR'S employees and agents, caused by or resulting from CUSTOMER'S negligence, willful misconduct, breach of the warranties and representations contained in this Agreement, violation of laws, ordinances, rules, regulations or government actions, orders or permits, or the delivery to CONTRACTOR of waste that does not conform to the description provided by CUSTOMER.

INSURANCE

CONTRACTOR agrees to furnish CUSTOMER, upon request, a Certificate of Insurance attesting to the existence of Worker's Compensation coverage providing statutory benefits, and Automobile Liability and Commercial General Liability insurance with policy limits of not less than those set forth on the Certificate of Insurance, which is marked as a schedule in the written Proposal for Work when required.

In the event the CUSTOMER has not provided contract documents, insurance requirements or bonding requirements to the CONTRACTOR for its review prior to the submittal of a price quotation or bid, and it is determined subsequent to such submittal that bonds or insurance coverage are required that are in excess of the standard coverage provided by CONTRACTOR with the submittal of its quotation or bid, then CONTRACTOR shall charge to the CUSTOMER any additional fees, premiums or surcharges imposed upon CONTRACTOR for such additional bonds or insurance coverage.

ASSIGNMENT AND TERMINATION

Neither party hereto may assign or delegate the performance of all or any portion of this Agreement without the prior express written consent of the other, which consent shall not be unreasonably withheld. In the event of the filing of a petition by or against the CUSTOMER under any bankruptcy, insolvency or reorganization laws, or the appointment of a receiver or trustee or an assignment for the benefit of creditors, then CONTRACTOR, at its option, and in addition to any other remedies at law, in equity or hereunder, may forthwith terminate this Agreement without further obligation or liability by CONTRACTOR to CUSTOMER.

FORCE MAJEURE

CONTRACTOR shall not be liable for any failure to remove, accept or process waste, if such failure is caused directly or indirectly by causes beyond the control of CONTRACTOR, including but not limited to the following: Acts of God, weather conditions, labor stoppages or strikes, or orders, rulings, directives, laws, rules, regulations, or ordinances of any federal, state, or local governmental agency, department, court or body having jurisdiction over the activities of CUSTOMER or CONTRACTOR.

ARBITRATION AND JURISDICTION

The parties hereto specifically agree that any claim, controversy, dispute or question arising out of, in connection with, or in relation to this Agreement or its interpretation, nonperformance or any breach thereof may at the option of either party be determined by arbitration conducted in Hudson County, NJ in accordance with the existing rules of the American Arbitration Association governing commercial transactions. If a party elects arbitration, the decision of the arbitrator shall be final, and judgment upon any award, which may include reasonable attorneys' fees of the prevailing party, may be entered in any federal or state court having jurisdiction over the parties hereto. This provision for arbitration shall not preclude either party from electing to bring an action at law or in equity in the courts of New Jersey provided that the action is filed prior to any filing by either party of a demand for arbitration regarding the same subject matter. Venue for any such action shall be in Hudson County, NJ.

INDEPENDENT CONTRACTOR

The employees, agents, methods, equipment and facilities of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Nothing in this Agreement shall be construed to constitute CUSTOMER or any of its employees, agents, officers or directors to be an agent for, joint venturer of, employee of or partner of CONTRACTOR. CONTRACTOR at all times relevant hereto shall be deemed an INDEPENDENT CONTRACTOR.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to the matter. Any previous warranties, representations, agreements, understandings, or covenants, to the extent still valid, are incorporated herein and specifically replaced and modified by the terms and conditions contained in this Agreement. Each party further agrees and acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promise not contained herein shall be valid or binding.

It is specifically agreed between the parties hereto that no pre-printed language on any Purchase Order from either party hereto shall alter, change, modify or amend the terms and conditions contained in this Agreement, and in particular, it is agreed that any such pre-printed language shall be deemed null and void.

BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns. If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the court may reform the Agreement and enforce the remainder of the provisions contained herein.

Agreed to by Customer and Clean Earth of North Jersey, Inc., as of the date first above written:

CUSTOMER:

CONTRACTOR:

CLEAN EARTH OF NORTH JERSEY, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Tel.: _____

Tel.: 973-344-4004

Fax: _____

Fax: 973-344-8652