



**ENVIRONMENTAL SERVICES AGREEMENT**

This Agreement is between the Customer identified herein, and its affiliates and subsidiaries ("Customer"), and Safety-Kleen Systems, Inc., and its affiliates and subsidiaries ("Safety-Kleen"). In consideration of the mutual covenants contained herein, the parties agree as follows:

**Article 1. Term**

This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

**Article 2. Services**

This Agreement shall govern all environmental services ("Services") provided by Safety-Kleen to Customer but shall not apply to emergency response services.

**Article 3. Waste Materials**

If applicable to the Services provided, at the time Customer requests the Services of Safety-Kleen, Customer shall provide a waste profile sheet or similar document ("Waste Profile") completely and accurately describing the waste materials and their characteristics. Waste materials that conform to an applicable Waste Profile shall be referred to herein as "Conforming Waste". Title, risk of loss and all other incidents of ownership to the Conforming Waste shall be transferred from Customer to Safety-Kleen at the time Safety-Kleen takes possession of the Conforming Waste or accepts delivery of the Conforming Waste at its treatment, storage, and disposal facility, whichever is applicable.

**Article 4. Transfer of Waste and Title**

Waste materials which are discovered to be Non-Conforming Waste may be rejected by Safety-Kleen. Title, risk of loss and all other incidents of ownership to Non-Conforming Waste shall remain at all times with Customer. Waste materials shall be considered "Non-Conforming Waste" for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile; or (3) the designated disposal facility is not designed or permitted to dispose of such Non-Conforming Waste. Non-Conforming Waste shall be returned to Customer after rejection by Safety-Kleen, unless the parties agree to an alternative and lawful manner of disposing of the Non-Conforming Waste. Customer shall pay Safety-Kleen for the handling, loading, preparing, transporting, storing, caring for and, if applicable, disposing of such Non-Conforming Waste. Customer hereby authorizes Safety-Kleen or its designee to act as its agent to change or add new transporters to shipments already in transit per 40 CFR §263.21.

**Article 5. Payment Terms**

Payment terms shall be net fifteen (15) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days. Customer shall be responsible for all costs incurred by Safety-Kleen to collect any payments due under this Agreement, including reasonable attorneys' fees. In the event of a change in Customer's financial condition, Safety-Kleen reserves the right to alter, change, or modify payment terms, and/or immediately stop work. The failure of Safety-Kleen to exercise its rights under this article at any time shall not constitute a waiver of Safety-Kleen's continuing right to do so. Safety-Kleen may increase pricing upon thirty (30) days written notice to the Customer.

**Article 6. Customer Warranties**

Customer warrants that it has legal title or authority to the waste materials provided pursuant to the terms herein; that the description of the waste materials on the Waste Profile is accurate and complete and that waste materials will conform to such description; and that containers of waste materials transferred to Safety-Kleen will be marked, labeled and otherwise comply with all applicable laws, rules and regulations. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or waste and other substances or hazards likely to be present and any other information concerning the Services location or scope of Services reasonably requested by Safety-Kleen. Safety-Kleen shall not be liable for damage or injury to any subsurface structures or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown or concealed, not identified by Customer, incorrectly shown or different from information or plans furnished to or obtained by Safety-Kleen in connection with the Services, or unknown subsurface physical conditions that differ materially from those ordinarily encountered. Should Safety-Kleen encounter any of the foregoing conditions, Safety-Kleen shall be entitled to an equitable price and/or time adjustment for performance of the Services. Safety-Kleen shall not be liable for pre-existing contamination at the applicable Services location.

**Article 7. Liability & Indemnification**

Each Party ("Indemnifying Party") agrees to indemnify, save harmless and defend the other party ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injury to any person, destruction or damage to any property,

contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of the Indemnifying Party, its employees, or agents. Safety-Kleen shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits. Notwithstanding any term or condition of this Agreement to the contrary and, to the greatest extent allowed by law, Safety-Kleen and its officers, agents and employees' aggregate liability arising out of or in any way related to this Agreement or the Services, shall be limited to the total amount of compensation received by Safety-Kleen hereunder in the twelve (12) month period preceding the event giving rise to the claim.

**Article 8. Insurance**

Safety-Kleen shall maintain at its own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$2,000,000
c. General Commercial Liability	\$2 million per occurrence
	\$4 million aggregate
d. Automobile	\$2 million combined single limit
e. Contractors Pollution Liability	\$5 million each Claim
	\$5 million all Claims

**Article 9. Excuse of Performance**

The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause(s) beyond its reasonable control.

**Article 10. Additional Provisions**

This Agreement represents the entire understanding and agreement between the parties. Additional, conflicting or different terms on any purchase order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Safety-Kleen. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Safety-Kleen. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document. The parties agree that this Agreement and all other documents may be electronically executed and delivered by facsimile, electronic mail, or other electronic means, any of which shall be considered an original, and that the electronic signature appearing on this Agreement and related documents are the same as original handwritten signatures for all purposes. This Agreement shall not obligate Safety-Kleen to provide Services but shall govern all orders for Services issued by Customer and which are accepted by Safety-Kleen. Safety-Kleen shall have the right to audit Customer's records relating to this Agreement, including data and records of disbursements and other payments. Customer agrees to cooperate with Safety-Kleen and their auditors in the performance of any such audit. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

**Article 11. Equipment Lease Rider**

In the case that Customer is leasing equipment from Safety-Kleen, Customer shall

be bound by the terms and conditions of the Equipment Lease Rider ("Equipment Rider") attached hereto as Exhibit A. In the case of a conflict by and between the terms and conditions of this Agreement and the Equipment Rider, the Equipment Rider shall control.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**CUSTOMER:** \_\_\_\_\_ **SAFETY-KLEEN SYSTEMS, INC.**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

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

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



**ENVIRONMENTAL SERVICES AGREEMENT**

**EXHIBIT A**

**Equipment Lease Rider**

Safety-Kleen hereby leases to Customer and Customer hereby takes and leases from Safety-Kleen the equipment identified in this Equipment Rider (“**Equipment**”). Customer and Safety-Kleen agree that this Equipment Rider may be amended from time to time through the addition or removal of Equipment, in each case upon mutual agreement. Customer shall only allow competent and properly trained employees and personnel to operate the Equipment. Safety-Kleen will at all times retain title to the Equipment and except as provided in Safety-Kleen’s normal and routine maintenance schedule, the Customer shall pay all costs associated with the operation of the Equipment, including any daily maintenance costs, and agrees to pay for repairs, replacement, or cleaning of the Equipment that arise out of or are related to Customer’s use. The Customer agrees that the Equipment shall not be operated beyond the manufacturer’s rated capacities. At the end of the Lease Term, the Equipment shall be returned to Safety-Kleen in the same condition as when initially received by Customer, ordinary wear and tear excepted. Safety-Kleen warrants that it is the owner of the Equipment and/or has the right to make it available for Customer’s use. Safety-Kleen makes no other representations or warranties of any kind concerning the safety, suitability or condition of any Equipment or supplies leased or provided by Safety-Kleen pursuant to this Equipment Rider and expressly disclaims all other warranties, including the WARRANTY OF MERCHANTABILITY and the WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Customer acknowledges that Safety-Kleen is not the manufacturer or distributor of the Equipment and is leasing the Equipment for the convenience of Customer.

<b>Customer Information</b>		<b>Equipment Placement Date:</b> _____	
<b>Service Location</b>		<b>Bill To</b>	
Customer Name: Mid-America Area Vo-Tech	Customer Number: MI29539	Customer Name: Mid-America Area Vo-Tech	Bill-To Customer Number:
Address: 27438 Oklahoma 59, Wayne, OK 73095-0210		Address: Po Box H, Wayne, OK 73095-0210	
Telephone #: 405-449-3391	Fax #:	Telephone #: 405-449-7610	Fax #:
Contact Name/Title: ,		Contact Name/Title: ,	
State EPA I.D. #: OKD081407199	Fed EPA #: OKD081407199	Email: Jeff.Sconce@safety-kleen.com	

Qty	Unit Of Measure	Part #	Description	Serial #	Dept.	Term	Unit Price
1.0000		70720	SEC 1077 W/HD RECYCLED	22138717		12	293.880
1.0000		16150	MDL 16 WITH PREMIUM SOL	DM71FEEF76C7564380		16	198.400
1.0000		16150	MDL 16 WITH PREMIUM SOL	DM2C8CB06B31AB4F84		16	198.400
1.0000		30150	MDL 30 WITH PRM SOLVENT	DMFF13AF7EBCB14C65		16	228.800
1.0000		30150	MDL 30 WITH PRM SOLVENT	DMC692D82124254A72		16	228.800

**Pricing Conditions:**

1. **“Lease Term”**: The Lease Term of this Equipment Rider shall be twelve (12) months from the Equipment Placement Date (**“Initial Term”**) and shall automatically renew for additional twelve (12) month periods thereafter unless the Customer provides sixty (60) days’ notice prior to the expiration of any such twelve (12) month period of its intention not to renew this Equipment Rider. Customer shall not have the right to terminate this Equipment Rider for convenience.
2. Prices are firm for the Initial Term but thereafter are subject to increase upon 30 days’ notice from Safety-Kleen to Customer.
3. Safety-Kleen shall have the right to terminate this Equipment Rider for cause if Customer breaches the terms herein and does not cure such default within ten (10) days’ notice from Safety-Kleen.
4. All prices are subject to a recovery fee and/or fuel surcharge, as may be amended from time to time.