



## MASTER SERVICES AGREEMENT

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### Contractor

*[INSERT CONTRACTOR ENTITY NAME]*

Address: *[Insert Address]*

Phone: *[Insert Phone]*

Fax: *[Insert Fax]*

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### Customer

*[INSERT CUSTOMER NAME]*

Address: *[Insert Address]*

Phone: *[Insert Phone]*

Fax: *[Insert Fax]*

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### MSA No.

*[Insert Contract Number]*

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### Effective Date

*[Insert Effective Date]*

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### Term

This Agreement shall continue for a Term of 3 years from the Effective Date and shall automatically renew for successive 1 year periods, unless terminated pursuant to its terms.

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### Contractor Representative

Name: *[Insert Name]*

Position: *[Insert Title]*

Address: *[Insert Address]*

Phone: *[Insert Phone]*

Fax: *[Insert Fax]*

E-mail: *[Insert email]*

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### Customer Representative

Name: *[Insert Name]*

Position: *[Insert Position]*

Address: *[Insert Address]*

Phone: *[Insert Phone]*

Fax: *[Insert Fax]*

E-mail: *[Insert email]*

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The parties hereto hereby enter into this Master Services Agreement (“MSA”) consisting of the following documents attached hereto or incorporated herein (collectively, the “Agreement”):

- a. This Master Services Agreement Cover (the “MSA Cover”)
- b. Schedule A - General Terms and Conditions
- c. Schedule B - Statement of Work and Pricing Schedule
- d. Service-Specific Terms and Conditions

Contractor and Customer agree that the Agreement (including all Schedules attached hereto and terms and conditions incorporated herein by reference) will govern the performance of all services and products provided by Contractor as set forth on any Statement of Work or other document signed by the parties and referencing this Agreement from time to time during the Term (the “Services”). If there is any conflict, inconsistency, or ambiguity among the documents constituting the Agreement, the documents will rank in the following order of precedence: (a) MSA Cover; (b) Service-Specific Terms and Conditions; (c) Statement of Work and Pricing Schedule; and (d) General Terms and Conditions.

The Service-Specific Terms and Conditions, which may be attached hereto, and are set forth and available on Contractor’s website at the links below, are hereby incorporated by reference, and shall apply to the Services to the extent that either: (i) a Statement of Work references such Service-Specific Terms and Conditions; or (ii) any portion of the Services provided by Contractor under any Statement of Work involves such specific type of services. The Service-Specific Terms and Conditions available on Contractor’s website as of the Effective Date shall govern.

- 1. Waste Transportation, Treatment, and/or Disposal Services
  - a. <https://www.usecology.com/system/files/2020-01/Waste%20Transportation%2C%20Treatment%20%26%20Disposal%20T%26Cs.pdf>
- 2. Industrial Services
  - a. <https://www.usecology.com/system/files/2020-01/Industrial%20Services%20T%26Cs.pdf>
- 3. Emergency Response Services
  - a. <https://www.usecology.com/system/files/2020-01/Emergency%20Response%20Services%20T%26Cs.pdf>
- 4. Retail Services
  - a. <https://www.usecology.com/system/files/2020-01/Retail%20Services%20T%26Cs.pdf>

The Agreement constitutes the entire agreement between the parties with respect to the Services, and any other terms and conditions that may be proposed by Customer or that appear on or are referenced in any purchase order, release, facsimile, email, correspondence, acknowledgement, or other document or communication, even though such additional or different terms and conditions are issued subsequent to the date of this Agreement, will not apply.

By executing this Agreement, Customer engages Contractor to provide the Services to Customer, and Contractor agrees to provide the Services to Customer, in accordance with the terms of this Agreement.

Executed by the parties as an agreement to be effective as of the Effective Date.

Signed on behalf of Contractor by its duly authorized representative:

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

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

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Signed on behalf of Customer by its duly authorized representative:



## SCHEDULE A

### GENERAL TERMS AND CONDITIONS

**1. Application.** These General Terms and Conditions (the "Terms") define the relationship of Contractor and Customer and apply to the performance of the Services. Customer acknowledges and agrees that the Terms are incorporated in, and are a part of, each service order, invoice, release, requisition and any other document or communication, relating to the Services to be provided by Contractor; provided, however, that this Agreement supersedes all conflicting terms in such documents. Capitalized terms used but not defined in the Terms shall have the meanings set forth in the MSA Cover. In addition to the Terms, all applicable Service-Specific Terms and Conditions are hereby incorporated herein as if set forth in full.

**2. Payment.** Contractor shall submit invoices for the Services to Customer's address listed on the MSA Cover or other address as may be directed in writing by Customer. Except as otherwise set forth on the applicable Statement of Work, Customer shall pay all invoices within 30 days from the date of Contractor's invoice. In the event payments are not received by Contractor when due, Contractor may (i) suspend performance for all Services until payment has been made in full, and (ii) charge Customer interest at a rate of 1.5% per month until Contractor receives payment in full. Contractor may apportion any part payments made by Customer against any outstanding principal or interest as it may decide. Customer shall have no right to offset any amounts due or to become due to Contractor. Customer shall notify Contractor in writing of any amounts disputed in good faith within 10 days of receiving the invoice. Such notice must include the invoice number in dispute, the item(s) and amount(s) disputed, and a complete description of the basis for Customer withholding payment. Notice of any disputed invoice amount shall not release Customer from the obligation to pay any undisputed balance of the invoice under the terms specified in the Agreement. Any portion of an invoice not disputed within 10 days shall be deemed accepted by Customer and all such disputes arising thereafter shall be waived. Please mark box if purchase order number is required on the invoice for payment

**3. Pricing Changes.** Contractor may change any pricing applicable to the Services, including pricing set forth in a Statement of Work, by giving Customer 7 days prior notice of such change. If any change in price is refused by Customer, Contractor may terminate this Agreement and/or any Statement of Work with immediate effect upon notice to Customer.

**4. Taxes and Other Charges.** Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Contractor and Customer shall be paid by Customer and is not included in prices quoted or invoiced unless specifically stated to the contrary. In the event Contractor is required to pay any such tax, fee, or charge, Customer shall promptly reimburse Contractor therefor.

**5. Change Orders.** Customer may request changes to the Services provided by Contractor pursuant to the Agreement by submitting a written request to Contractor referencing the applicable Statement of Work and setting forth in detail the requested changes to the Services. Contractor will use commercially reasonable efforts to accommodate any such request provided that Contractor reserves the right to reject such request. Contractor shall promptly advise Customer in writing of the reasonable effect on price and delivery date. Contractor shall not be required to institute any Customer-dictated change until the Parties have agreed to an equitable adjustment to the price and/or delivery date. In the event that such request is approved by Contractor, the change to the Services shall be documented in a written change order signed on behalf of both Parties.

**6. Term.** The Term of this Agreement is set forth on the MSA Cover.

**7. Termination.** In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement or any specific Statement of Work issued under this Agreement: (i) if the other Party fails to cure any breach of this Agreement or a specific Statement of Work within 10 days after receipt of notice of such breach; (ii) if the other Party becomes insolvent, voluntarily files a petition for bankruptcy or for reorganization, fails to have dismissed within 60 days of filing any involuntary petition in bankruptcy or reorganization, makes an assignment for the benefit of creditors, obtains the appointment of a trustee or receiver, or the occurrence of any equivalent event under applicable law; or (iii) upon 30 days' notice to the other Party.

**8. Effect of Termination.** Upon termination of this Agreement or any Statement of Work for any reason, Customer shall pay to Contractor the following amounts without duplication: (i) the Agreement price for all completed Services not previously paid for, (ii) Contractor's actual cost of work-in-progress and materials purchased by Contractor based on any and all Statements of Work, and



(iii) all other incidental costs and expenses including, without limitation, demobilization costs.

**9. Force Majeure.** Any delay or failure of either Party to perform its obligations under this Agreement, except for the payment for Services already rendered, shall be excused if and to the extent caused by acts or circumstances beyond the reasonable control of such Party, including, without limitation, acts of God, fire, flood, windstorm, earthquake, explosion, action of regulatory agencies, riot, strikes, lock-outs, labor disputes, epidemic, national emergency, war, invasion or hostilities, sabotage, failure of public utilities, or inability to procure materials, equipment, or sufficient personnel (collectively, a "Force Majeure Condition"). Contractor shall also be excused from performance under this Agreement if Contractor loses or has suspended any license, permit, or other authorization necessary for fulfilling its obligations. Both Parties shall provide prompt notice to the other Party of any such delay and shall work diligently to remove such cause or causes. In the event such Force Majeure Condition exists for more than 30 days, Customer shall have the right to terminate the Statement of Work upon notice to Contractor.

**10. Limited Warranty.** Contractor warrants that, as of the date of performance, the Services will be performed in accordance with generally accepted practices of providers of similar services in the same locale and under like circumstances. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO OTHER WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

**11. Indemnification.** Each Party (as "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, affiliates, subsidiaries, successors, and permitted assigns (collectively, "Indemnified Party") from and against any and all claims, suits, actions, demands, damages, causes of action, liabilities, losses, penalties, fines, expenses, costs, and reasonable attorneys' fees (collectively, "Losses") to the extent arising from the Indemnifying Party's negligence, willful misconduct, breach of this Agreement, or failure to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement. Each Party's

indemnification obligation shall survive any expiration or termination of this Agreement.

**12. Limitation of Liability.** Neither Party will be liable to the other for, and each Party hereby waives and releases any claims against the other Party for, any special, indirect, punitive, exemplary, incidental, consequential or similar damages or any actual or alleged lost revenues, lost profits, or loss of prospective economic advantage resulting from performance of, or failure to perform under, this Agreement, whether arising out of breach of contract, negligence, tort, strict liability, products liability, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event will the total, aggregate liability of Contractor under this Agreement exceed the Agreement price for the Services for which liability is claimed. The Parties agree that these limits of liability shall survive and continue in full force and effect despite any termination or expiration of this Agreement. The liability limitations set forth in this Section 12 shall apply to all Losses, including, without limitation, Losses subject to indemnification pursuant to Section 11 above.

**13. Independent Contractor.** For purposes of this Agreement, each Party is, and shall perform this Agreement as, an independent contractor and nothing in this Agreement shall create, or be construed to create, any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. All persons employed by each Party shall be employees or subcontractors of that Party only and shall not be deemed employees or agents of the other Party for any purpose. Each Party assumes exclusive liability for all contributions, taxes, or payments required to be made on behalf of its employees or subcontractors by any federal, state, or local laws. Neither Party, nor anyone employed by it, shall be, represent itself as, act as, purport to act as, or be deemed to be, the agent, representative, employee, or servant of the other Party. Contractor shall exercise, at all times, exclusive control over the operation and activities of all its employees, agents, and subcontractors. Neither Contractor nor Customer shall have any authority to employ any person as an employee, agent, or subcontractor for or on behalf of the other.

**14. Affiliates.** For purposes of this Agreement, "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. Customer acknowledges that Contractor's Affiliates may, from time to time, provide Services pursuant to the terms of this Agreement (a "Performing Affiliate"). All such Services provided by Performing Affiliate: (i) shall be set forth and specifically described on a separate Statement of Work,



pricing addendum, or other document signed by Customer and Performing Affiliate that expressly references this Agreement; and (ii) shall be subject to the terms of this Agreement, with Customer solely responsible for all of Customer's obligations and Performing Affiliate responsible for all of Contractor's obligations with respect to the provided Services. In the event Services are provided by Performing Affiliate, all of the terms of this Agreement, and any liability thereunder, are intended to be, and shall be, construed as applying only between Customer and Performing Affiliate. In no event shall Contractor or any Affiliate other than Performing Affiliate be held liable, jointly or severally, for any obligations under such Statement of Work that was not entered into by Contractor or Affiliate, or any Services that were not performed by Contractor or Affiliate, by virtue of the fact that such Statement of Work was entered into, or such Services were performed by, Performing Affiliate.

**15. Assignment.** Customer may not, without prior written consent of Contractor, assign any part of Customer's rights or obligations under this Agreement. Contractor may assign its rights, together with its obligations hereunder, to any parent, subsidiary, or successor, or in connection with any sale, transfer, or other disposition of all, or substantially all, of its business or assets, provided, however, that any such assignee expressly assumes in writing Contractor's obligations hereunder. Contractor may sub-contract parts of its obligations hereunder to qualified parties.

**16. Inspection; Recordkeeping.** Each Party hereto shall have the right, at times mutually agreeable, to inspect copies of the other Party's written licenses, permits, and approvals issued by any governmental or regulatory entity or agency, and other related records, which are applicable to the performance of this Agreement. Contractor and Customer shall keep adequate books, records, and other documentation consistent with applicable regulatory requirements regarding hazardous or other regulated wastes or materials, including, but not limited to, invoices, vouchers, analytical results, and manifests for the period required under such applicable laws and regulations.

**17. Confidentiality.** All non-public, confidential or proprietary information, including, but not limited to, trade secrets, technology, plans, programs, plants, processes, products, costs, equipment, operation, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the provision of the

Services and this Agreement, is confidential and shall not be disclosed or copied by Receiving Party without the prior written consent of Disclosing Party, except as necessary to perform the Services or as may be required by law. Confidential Information does not include information: (i) which Receiving Party can demonstrate is available to the public at the date of its disclosure to Receiving Party; (ii) which Receiving Party can demonstrate is, at the date of its disclosure to Receiving Party, already in the possession of Receiving Party; (iii) which Receiving Party can demonstrate is, after the date of its disclosure to Receiving Party, available to Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party, provided that such third party did not receive such information directly or indirectly from Receiving Party; or (iv) which is disclosed in response to a valid order by a court, governmental body, or regulatory body, whether having the force of law or not, so long as a responsible person in a similar position would comply; provided, however, Receiving Party shall provide prompt notice to Disclosing Party to enable it to seek a protective order or otherwise prevent or limit disclosure. Each Party shall also treat the specific provisions of this Agreement as confidential, and the Parties agree that neither Party will, except as may be required by law, disclose or issue any press release with respect to this Agreement, without the prior written consent of the other Party. The foregoing obligations shall remain in force for a period of 3 years after termination of this Agreement.

**18. Dispute Resolution.** Contractor and Customer will attempt to settle any claim or controversy arising out of or related to this Agreement through negotiation in good faith. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. Unless either Party has issued a notice of termination, the Parties will continue to fulfill their obligations under this Agreement while working towards resolution of any dispute. Claims by Customer must be filed in writing with Contractor within 30 days from the date of the occurrence giving rise to the claim or shall be deemed to have been waived.

**19. Insurance.** During the Term of this Agreement, Contractor shall maintain the following insurance coverages with limits not less than the amount specified:

- i. workers compensation with statutory limits and employer's liability insurance with a limit not less than \$1,000,000 per accident;
- ii. commercial or general liability insurance coverage for premises and operations, contractual liability completed operations, with limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage and \$2,000,000 per aggregate,



naming Customer as an additional insured to the extent of Contractor's indemnity;

- iii. automobile liability insurance (including owned, non-owned, and hired vehicles) with limits as required by law or with a combined single limit for bodily injury, death, and property damage of not less than \$1,000,000 per occurrence, whichever is greater;
- iv. pollution legal liability with limits of \$20,000,000 per occurrence and \$20,000,000 annual aggregate; and
- v. excess liability with limits of \$10,000,000 per occurrence.

**20. Governing Law.** All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the state where the Services were rendered, without giving effect to any choice or conflict of law provision or rule (whether of the state where Services were rendered or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the state where Services were rendered.

**21. Notice.** Any notice, communication, or statement required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given to the representative listed on the MSA Cover or other individual as may be directed in writing by each Party to receive such notice, communication, or statement: (i) when delivered in person; (ii) when received by the addressee if delivered by a nationally recognized overnight delivery service; (iii) on the third day after the date mailed by registered or certified mail, postage prepaid, return receipt requested; or (iv) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

**22. Non-Solicitation.** Customer agrees that, during the Term and for 1 year following the termination or expiration of the Agreement, Customer and Customer's Affiliates shall not, without Contractor's prior written consent, directly or indirectly hire or solicit (or attempt to solicit) any employee or subcontractor of Contractor or Contractor's Affiliates to terminate his, her, or its relationship with Contractor or Contractor's Affiliates in order to become an employee, contractor or independent contractor for Customer, Customer's Affiliates, or any other person or entity. This section shall not prohibit or limit Customer's general employment advertising to the public.

**23. Severability; Waiver.** If any provision, or portion of any provision, in this Agreement is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability

of such provision, or portion thereof, shall not affect the other provisions, or remainder of any provision, or invalidate or render unenforceable such term or provision, and all language not affected by such invalidity, illegality, or enforceability shall remain in full force and effect. Any waiver on the part of either Party of any right or interest shall not imply the waiver of any other right or interest, or any subsequent waiver.

**24. Provisions by Law.** Each and every provision of law and any clause required to be in this Agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or it is not correctly inserted, then upon the application of either Party, this Agreement will forthwith be physically amended to make such insertion or correction.

**25. Compliance with Laws.** Each Party will comply with all applicable federal, state, provincial, territorial, district, county, or local laws, ordinances, codes, regulations, rules, policies, and procedures of any government or other competent authority where the Services are performed or where they are purchased.

**26. Entire Agreement.** This Agreement, including the Terms, all applicable Service-Specific Terms and all Statements of Work, contains the entire agreement between the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Neither of the Parties shall be bound by any conditions, definitions, representations, or warranties with respect to the subject matter of this Agreement other than as expressly provided herein or as duly set forth subsequent to the date hereof in writing and signed by a duly authorized representative of the Party to be bound thereby.

**27. Amendment.** Except as provided herein or in the MSA Cover, this Agreement may be amended only by a written instrument duly executed by authorized personnel of the Parties.

**28. Survival.** Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.



**SCHEDULE B**  
**STATEMENT OF WORK**

Customer Name: \_\_\_\_\_

MSA No.: \_\_\_\_\_

MSA Effective Date: \_\_\_\_\_, 20\_\_\_\_\_

SOW Project Name: \_\_\_\_\_

SOW No.: \_\_\_\_\_

SOW Effective Date: \_\_\_\_\_, 20\_\_\_\_\_

This Statement of Work (this “SOW”) is entered into by and between Contractor and Customer under and pursuant to that certain Master Services Agreement identified above. All capitalized terms not defined herein shall have the meanings ascribed in the Agreement. The terms of the Agreement are incorporated in this SOW by this reference.

**[INSERT DESCRIPTION OF SERVICES TO BE PROVIDED]**

**[INSERT APPLICABLE PRICING]**

**[FOR WASTE TRANSPORTATION, DISPOSAL, AND/OR RECYCLING: “The Pricing Addendum attached to this SOW, or otherwise provided in connection with the Services, is incorporated herein and sets forth the applicable fees, charges, and expenses.”]**

The Services described in this SOW are governed by the terms of the MSA including Contractor’s General Terms and Conditions which are attached as Schedule A to the MSA and set forth on Contractor’s website at:

<https://www.usecology.com/system/files/2019-08/Cover%20and%20General%20Terms%20and%20Conditions.pdf>

Such Services are also governed by the applicable Service-Specific Terms and Conditions identified below which are set forth on Contractor’s website at the links below:

- Waste Transportation, Treatment, and/or Disposal Services  
<https://www.usecology.com/system/files/2019-08/Waste%20Transportation%20Treatment%20and%20Disposal%20Services%20Terms%20and%20Conditions.pdf>
- Industrial Services  
[https://www.usecology.com/system/files/2019-08/Industrial%20Services%20Terms%20and%20Conditions\\_0.pdf](https://www.usecology.com/system/files/2019-08/Industrial%20Services%20Terms%20and%20Conditions_0.pdf)
- Emergency Response Services  
<https://www.usecology.com/system/files/2019-08/Emergency%20Response%20Services%20Terms%20and%20Conditions.pdf>
- Retail Services  
<https://www.usecology.com/system/files/2019-08/Retail%20Services%20Terms%20and%20Conditions.pdf>



Contractor's General Terms and Conditions and the applicable Service-Specific Terms and Conditions are hereby incorporated into made part of this SOW. In the event that Contractor performs any specific service not checked above, the applicable Service-Specific Terms and Conditions shall be deemed to govern the performance of such service.

Except as set forth in the Agreement, this SOW may be amended only by a written instrument specifically referencing this SOW duly executed by authorized personnel of both the Contractor and Customer.

This SOW of the Master Services Agreement – Master Contract No. \_\_\_\_\_ / SOW No. \_\_\_\_\_ is hereby signed by duly authorized representatives of the parties:

Signed on behalf of Contractor by its duly authorized representative:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print  
\_\_\_\_\_  
Title

Signed on behalf of Customer by its duly authorized representative:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print  
\_\_\_\_\_  
Title



## WASTE TRANSPORTATION, TREATMENT AND/OR DISPOSAL SERVICES

### TERMS AND CONDITIONS

**1. Application.** These Specific Terms and Conditions shall apply to all of Contractor's Services that involve the transportation, treatment, storage, disposal, handling, and/or recycling services of waste or discarded material generated, managed, or provided by Customer (the "Waste Services"). Contractor's applicable General Terms and Conditions are set forth on Contractor's website at

<https://www.usecology.com/system/files/2019-08/Waste%20Transportation%20Treatment%20and%20Disposal%20Services%20Terms%20and%20Conditions.pdf>

and are hereby incorporated by reference.

**2. Waste Identification.** Customer shall submit to Contractor a completed Waste Product Questionnaire or other identifying document provided by Contractor ("WPQ") containing a physical and chemical description or analysis of the waste material to be subject to the Waste Services. Customer shall also submit a representative sample of the waste material upon request of Contractor. Nothing herein shall require Contractor to perform an exhaustive analysis of the waste material in order to identify each and every constituent or contaminant contained therein, nor shall any such sampling, analysis, or measurement relieve Customer of its responsibility to ensure conformance of the waste material with the specifications set forth in the WPQ. Contractor and Customer shall execute a Statement of Work detailing the Waste Services. Contractor makes no guarantee that it will handle any waste material or any particular quantity or type of waste material, and Contractor reserves the right to decline performance of the Waste Services. Customer shall promptly furnish to Contractor any information regarding known, suspected, or planned changes in the composition of the waste material. Further, Customer shall promptly notify Contractor of any change in the characteristic or condition of the waste material which becomes known to Customer subsequent to the date of the WPQ. Customer shall also promptly notify Contractor if Customer receives information that any waste material, or any component of such, handled, or to be handled, by Contractor under this Agreement, presents or may present a hazard or risk to persons, property, or the environment which was not previously disclosed to Contractor by Customer, or if Customer has changed the process by which such waste material results.

**3. Nonconforming Waste.** "Nonconforming Waste" shall mean waste material that: (i) deviates from the warranties, descriptions, specifications, or limitations stated in the WPQ or contained in any representative sample or supporting information (including analyses); (ii) has constituents or components of a type or concentration not specifically

identified in the WPQ; (iii) could alter the nature or extent of the cost, hazard, or risk undertaken by Contractor in performing the Waste Services; or (iv) is not properly packaged, labeled, described, or placarded, or otherwise not in compliance with United States Department of Transportation, United States Environmental Protection Agency, or any other applicable federal, state, or local laws, regulations, restrictions, permit conditions, or requirements, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Toxic Substances Control Act, as amended; and the Resource Conservation and Recovery Act of 1976, as amended (collectively, "Laws"), or would cause Contractor to be in noncompliance with any permit or other authorization.

**4. Warranties.** Customer hereby warrants that (i) the waste material to be delivered to Contractor will conform to the description provided in the WPQ and any representative samples or supporting information (including analyses); (ii) Customer will not deliver or provide Nonconforming Waste to Contractor; (iii) the data and information Customer provided to Contractor regarding and waste material is correct and in accordance with all applicable Laws; and (iv) Customer has advised Contractor of all known potential health and environmental problems associated with the waste material.

**5. Title and Liability.** Title to the waste material, together with all responsibility and liability in connection therewith, shall pass to Contractor upon Contractor's acceptance of the waste material at Contractor's facility unless, as set forth on a Statement of Work, transportation and shipment of the waste material is the responsibility of Contractor, in which event title, responsibility, and liability shall pass upon delivery to and acceptance by Contractor at the commencement of transportation and shipment. Title and liability for Nonconforming Waste shall at all times remain with Customer, notwithstanding the fact that physical possession of Nonconforming Waste may have passed to Contractor. Contractor retains the right to reject title and liability and revoke acceptance of waste material which, in Contractor's sole discretion, is or becomes Nonconforming Waste. Upon notice from Contractor of Nonconforming Waste, Customer shall have 7 days to direct an alternative lawful manner of disposition of the Nonconforming Waste, unless it is necessary by reason of law or otherwise to move the Nonconforming Waste prior to expiration of the 7 day period. If Customer does not direct an alternative disposal, Contractor may, at its option, return Nonconforming Waste to Customer or other location. Customer agrees to pay or



reimburse Contractor for all costs and expenses incurred by Contractor in connection with the receipt, handling, sampling, analyses, transportation, repackaging, and return to Customer, or other location, of Nonconforming Waste. If it is impossible or impractical for Contractor to return the Nonconforming Waste to Customer, Customer shall reimburse Contractor for all costs, of any type or nature whatsoever, incurred by Contractor solely because such delivered waste material was or became Nonconforming Waste (including, but not limited to, all costs associated with any remedial actions related to other waste material with which the Nonconforming Waste may have been commingled, and all expenses and charges for analyzing, handling, locating, preparing for transporting, storing and disposing of any Nonconforming Waste).

**6. Loading and Transportation.** Shipment of waste material shall be the responsibility of Customer unless otherwise provided for on a Statement of Work. Customer shall be responsible for proper and legal loading of waste material on vehicles provided or arranged for by Contractor. The parties agree and understand that reasonable, justified refusal by drivers or other employees of Contractor or its subcontractors to load, transport, handle, dispose of, and/or recycle Nonconforming Waste will not be considered a breach of these Specific Terms and Conditions.

**7. Taxes, Fee, Surcharge or Other.** Unless otherwise agreed in writing, all state waste surcharges are the responsibility of Customer and will be included on Contractor's invoice. The amount of any increase in such surcharges due to imposition of any additional taxes, fees, or surcharges will be passed on to Customer. All prices as set forth on the Statement of Work may be increased for any new tax, tariff, fee, surcharge, or other charge for Waste Services that become effective during the Term of the Agreement and that Contractor is required to collect and/or pay to any federal, state, local, or other governmental entity or agency.



## INDUSTRIAL SERVICES

### TERMS AND CONDITIONS

**1. Application.** These Specific Terms and Conditions shall apply to the performance of industrial services including, but not limited to, tank cleaning, manhole flushing, containment, removal or remediation of contamination by petroleum or petroleum products or hazardous, toxic, radioactive, or infectious substances (collectively, the "Industrial Services") at the site designated by Customer (the "Site"). Contractor's General Terms and Conditions are set forth on Contractor's website at

[https://www.usecology.com/system/files/2019-08/Industrial%20Services%20Terms%20and%20Conditions\\_0.pdf](https://www.usecology.com/system/files/2019-08/Industrial%20Services%20Terms%20and%20Conditions_0.pdf) and are hereby incorporated by reference.

**2. Exclusions to Industrial Services.** Unless expressly included on a Statement of Work, the following are expressly excluded from Industrial Services: (i) phase one assessments; (ii) removal or remediation of any contamination of soils or ground water at the Site by petroleum or petroleum products (collectively, "Oil") or hazardous or toxic substances, including any substances regulated under any applicable federal, state, or local laws or regulations, including, but not limited to, the Resource Conservation and Recovery Act of 1976, as amended (collectively, "Hazardous Materials"); (iii) mechanical compaction of backfill, dewatering before installation, or filling tanks with liquid following installation; (iv) pump-out or disposal of product, water, or other contents from existing tanks; (v) installation of anchor systems, foundations, shoring, or other support devices; and (vi) concrete, blacktop, water, sewer, electricity, or other outside services.

**3. Information.** Prior to Contractor's performance of the Industrial Services, Customer shall submit to Contractor the following (collectively, the "Information"): (i) any and all information pertinent to the Industrial Services; (ii) topographic, property, boundary, and right-of-way surveys of the Site and other relevant information about Site conditions; (iii) Material Safety Data Sheets related to Hazardous Materials located at the Site; (iv) contingency plans related to the Site; (v) environmental permits related to the Site; and (vi) any other information concerning known or suspected Hazardous Materials, contamination by Oil or Hazardous Materials, or any other conditions requiring special care at the Site.

**4. Customer Requirements.** Customer shall: (i) provide or arrange for access and make all provisions for Contractor to enter any Site where Industrial Services are to be performed; (ii) submit to Contractor a complete description, including the accurate location, of all underground objects and structures at the Site, including, but not limited to, wells,

tanks, and utilities, and hold harmless and defend Contractor against all claims related to or arising out of damage to underground objects or structures not properly identified on such description; and (iii) inform the owner of the Site (if different from Customer) of any contamination by or release of Oil or Hazardous Materials at the Site; and (iv) submit to Contractor a complete and accurate description and characterization of any waste material.

**5. Manifests.** Prior to Contractor's removal from the Site of any Oil or Hazardous Materials, Customer shall sign any required hazardous waste manifests in conformance with all applicable federal, state, or local laws, regulations, or requirements, listing Customer as the generator of the waste material. Customer shall arrange for such other person to sign such manifest as may be required. Contractor shall not directly or indirectly assume title to own or be deemed to possess any waste materials handled or removed from the Site, including Oil and Hazardous Materials. Nothing in the Agreement shall be construed to make Contractor a "generator" as defined in the Resource Conservation and Recovery Act of 1976, as amended, or any similar laws governing the treatment, storage, or disposal of waste material.

**6. No Guarantee.** Contractor's assessment; number of investigations, observations, and analyses; number of samples collected; and number of tests performed (collectively, the "Assessments") are necessarily limited by budgetary and time constraints, and such Assessments by their very nature are not entirely representative of what is being investigated, observed, analyzed, or sampled. Contractor therefore does not guarantee that all sources of possible contamination will be identified or that all constituents or contaminants will be detected, identified, remediated, or removed.

**7. Restoration.** Contractor will exercise reasonable care to minimize damage to the Site. Notwithstanding the foregoing, Customer acknowledges that some damage may occur in the normal course of performing the Industrial Services, even if Contractor exercises due care. Customer acknowledges and agrees that Contractor shall not be liable for such damage. In the event Customer requests Contractor to perform restoration services not expressly included on a Statement of Work, Customer shall submit to Contractor a Change Order.

**8. Customer Warranties.** Customer represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the Site or of



any contamination of the site by Oil or Hazardous Materials, except as expressly disclosed to Contractor in writing.

**9. Product Warranties.** If manufactured products are purchased by Contractor and furnished to Customer or incorporated into the work, Contractor will assign to Customer any warranties provided by the manufacturer, to the extent such warranties are assignable, and Customer's sole recourse will be against the manufacturer. Full risk of loss of materials and equipment furnished by Contractor shall pass to Customer and Customer shall be responsible for protecting them against theft and damage; provided, however, Contractor shall retain full title and reserves the right to repossess the materials or equipment until Customer pays Contractor in full.

**10. Changed Conditions.** As the Industrial Services are performed, conditions may change or circumstances outside Contractor's reasonable control may develop (collectively, a "Change") which would require Contractor to expend additional costs, effort, or time to complete the Industrial Services. In the event of a Change, Contractor will notify Customer and an equitable adjustment will be made to the Statement of Work. Unless otherwise specified in writing, the Statement of Work is based on the assumption that Contractor will not encounter any underground structures, utilities, boulders, rock, water, sand, or other unanticipated conditions in the course of performing the Industrial Services, and Contractor shall be compensated for any additional efforts expended or costs incurred in addressing such conditions. If Hazardous Materials, Oil, and/or hazardous conditions of any type or quantity not originally anticipated are discovered at the Site, Contractor, in its sole direction, may suspend or terminate the Agreement and/or Statement of Work. Contractor shall be compensated for Industrial Services and costs reasonably incurred prior to the effective date of such suspension or termination.



## EMERGENCY RESPONSE SERVICES

### TERMS AND CONDITIONS

**1. Application.** These Specific Terms and Conditions shall apply to the performance of emergency services including, but not limited to, industrial cleaning, emergency spill response, remediation, UST closures, hazardous and non-hazardous waste transportation, railroad emergencies and railcar maintenance, waste disposal, and recycling services (the "Response Services"). Contractor's General Terms and Conditions are set forth on Contractor's website at

<https://www.usecology.com/system/files/2019-08/Emergency%20Response%20Services%20Terms%20and%20Conditions.pdf> and are hereby incorporated by reference.

**2. Authorization.** Due to the nature and immediate action required under Response Services, Customer authorizes Contractor to: (i) use whatever procedures Contractor, in its sole discretion, deems necessary and reasonable; (ii) utilize the number of employees Contractor, in its sole discretion, determines is necessary and reasonable to perform the Response Services; and (iii) determine the type and quantity of equipment and supplies that Contractor, in its sole discretion, deems necessary and reasonable to perform the Response Services in a safe and environmentally secure manner.

**3. Procedure.** Customer shall contact Contractor to identify an incident requiring Response Services (a "Response"). The specific scope of each respective Response shall be determined by Contractor in its sole discretion based upon the facts and circumstances pertaining to the Response, which include but are not limited to the type, volume, and nature of the material released into the environment. Customer shall immediately provide Contractor with any and all information pertaining to the incident, facility (surface and subsurface), equipment, and any material in any way related to the Response.

**4. Generator Number.** If the material for which the Response Services are required is identified by any federal, state, local, or other governmental entity or agency or applicable federal, state, or local law, regulation, restriction, permit condition, or requirement as "hazardous," then, as a condition precedent to the performance of the Response Services by Contractor, Customer shall obtain a federal generator number from the United States Environmental Protection Agency (an "EPA ID"). Until such time as Customer has obtained an EPA ID, Contractor shall be allowed to store the Response material on Customer's property where the material is collected or at such other location at Customer's cost.

**5. Waste Identification.** Customer warrants and represents that it will provide Contractor with a true, correct, and complete physical and chemical description of the Response material and advise Contractor of all known or suspected hazards or risks incidental to the handling, transportation, storage, disposal and/or recycling of said material. In the event that the Response Services include the transportation of hazardous substances, Customer shall select the disposal or treatment facilities that said hazardous substances are to be taken. Contractor shall not select the disposal or treatment facilities, unless otherwise agreed in writing between Contractor and Customer. Contractor, upon request of Customer, may recommend suitable disposal or treatment facilities and may assist in securing all necessary approvals for disposal or treatment.

**6. Sign-Off Sheets.** Contractor may from time to time (up to once a day) deliver to Customer a Sign-Off Sheet (a "Sign-Off") itemizing the associated charges for labor, equipment, subcontractors, per diem, disposal estimates, and any other charges incurred since the initial mobilization or last Sign-Off. A Sign-Off must be signed and dated by an authorized representative of Customer within twenty-four (24) hours of receipt from Contractor and time is of the essence. In the event a Sign-Off is not signed and dated by Customer's authorized representative within such twenty-four (24) hour period, Contractor retains the option to demobilize from the scene and terminate the Agreement and/or any Statement of Work. Contractor assumes no risk or liability for mitigation of the incident or future claims resulting from such demobilization. All costs and expenses leading up to the demobilization are the responsibility of Customer. Customer acknowledges the risk of further contamination, damage, and liability that may arise if Contractor demobilizes upon Customer's failure to execute a Sign-Off (such an event referred to as a "Service Stoppage"). Customer assumes all of the risks and liabilities of or related to a Service Stoppage and accepts full responsibility, and agrees to indemnify and hold Contractor harmless, for any and all injuries (including death), damages, liabilities and accidents that may occur as a result of, relating to, or arising out of a Service Stoppage.



## RETAIL SERVICES

### TERMS AND CONDITIONS

- 1. Application.** These Specific Terms and Conditions shall apply to all of Contractor's Services that involve the program set up, compliance kits, collection supplies, collection, transportation, handling, and disposal services of waste or discarded material (including, but not limited to, flammable solids, aerosols, biohazards, pharmaceuticals, and other retail waste material) generated, managed, or provided by Customer, or other related retail services (the "Retail Services"). Contractor's applicable General Terms and Conditions are set forth on Contractor's website at <https://www.usecology.com/system/files/2019-08/Retail%20Services%20Terms%20and%20Conditions.pdf> and are hereby incorporated by reference.
- 2. Statement of Work; Waste Identification.** Contractor and Customer shall execute a Statement of Work detailing the Retail Services. Contractor makes no guarantee that it will handle any waste material or any particular quantity or type of waste material, and Contractor reserves the right to decline performance of the Retail Services. Customer shall promptly notify Contractor if Customer receives information that any waste material, or any component of such, handled, or to be handled, by Contractor under this Agreement, presents or may present a hazard or risk to persons, property, or the environment which was not previously disclosed to Contractor by Customer, or if Customer has changed the process by which such waste material results.
- 3. Project Coordinators.** Customer and Contractor will each designate a project coordinator ("Project Coordinator") who will be responsible for coordinating work performed under a Statement of Work. At the reasonable request of Customer's Project Coordinator, the Project Coordinators will schedule and attend status meetings regarding the Retail Services. The location of such meetings will be mutually selected by the Project Coordinators and may be held telephonically.
- 4. Sites.** Contractor will provide the Retail Services at the sites set forth on the Statement of Work (individually a "Site" and collectively the "Sites").
- 5. Services.** Contractor will provide the Retail Services on an on-call or on-request basis or as otherwise set forth on the Statement of Work. Contractor and Customer will comply with any other service procedures and/or requirements set forth on the Statement of Work. Upon the written request of Customer, Contractor will provide manifests, reports, or other documentation setting forth the Retail Services provided, Sites serviced, and waste materials removed.
- 6. Site Access; Interference.** Customer grants to Contractor and its employees, agents, and subcontractors ("Contractor Parties") reasonable access and a right of entry to the Sites for the purposes of fulfilling Contractor's obligations under the Agreement. Customer shall be solely responsible for all aspects of site access and security, and for obtaining any necessary permission from any third-party property owners. Contractor Parties will enter the Sites through approved access points. When Contractor Parties are at a Site, Customer and its employees, agents, and representatives will not unreasonably interfere with the performance of the Retail Services. Further, Customer and its employees, agents, and representatives will act to reasonably facilitate Contractor's performance of the Retail Services.
- 7. Identification.** Contractor Parties performing the Retail Services will carry identification designating their affiliation with Contractor.
- 8. Safety.** Contractor will comply with reasonable safety procedures delivered in writing by Customer to Contractor in advance of performance of the Retail Services.
- 9. Taxes, Fee, Surcharge or Other.** Unless otherwise agreed in writing, all state surcharges are Customer's responsibility and will be included on Contractor's invoice. The amount of any increase in such surcharges due to imposition of any additional taxes, fees, or surcharges will be passed on to Customer. All prices as set forth on the Statement of Work may be increased for any new tax, tariff, fee, surcharge, or other charge for Retail Services that become effective during the Term of the Agreement and that Contractor is required to collect and/or pay to any federal, state, local, or other governmental entity or agency.



**SCHEDULE B**

**STATEMENT OF WORK**

Customer Name: \_\_\_\_\_

MSA No.: \_\_\_\_\_

MSA Effective Date: \_\_\_\_\_, 20\_\_\_\_\_

SOW Project Name: \_\_\_\_\_

SOW No.: \_\_\_\_\_

SOW Effective Date: \_\_\_\_\_, 20\_\_\_\_\_

This Statement of Work (this “SOW”) is entered into by and between Contractor and Customer under and pursuant to that certain Master Services Agreement identified above. All capitalized terms not defined herein shall have the meanings ascribed in the Agreement. The terms of the Agreement are incorporated in this SOW by this reference.

**[INSERT DESCRIPTION OF SERVICES TO BE PROVIDED]**

**Sample Template:**

- A. Contractor will provide Retail Services at the sites set forth in Appendix A (individually a “Site” and collectively the “Sites”).
- B. The following waste profiles will be created:
  - i. **[INSERT TYPES OF WASTE (e.g.: *Flammable Solids: spill clean-up and damaged perfumes, colognes, nail polish, and/or other flammable cosmetics or materials.***
  - ii. ***Aerosols: hairspray, body spray, deodorant, and/or other aerosol products.***
- C. Service procedures and requirements:
  - i. Contractor personnel will enter through the main entrance of the Site and meet with the manager or other person designated by Customer to gain access to the waste storage area.
  - ii. Site access is available from 9am-7pm.
  - iii. Contractor personnel will execute necessary paperwork on behalf of the generator under an executed Third Party Signature Authorization Form provided in Appendix B.

**[INSERT APPLICABLE PRICING]**

**Sample using Express Agreement (with modifications) as a template:**

Type	Cost	Description
------	------	-------------



On-Call/On-Request Service / Per pail charge	\$	All Sites picked up on an on-call/on-request service frequency. Service includes up to a 5-gallon container of waste (flammable solids).
Additional Pail for Disposal	\$	Each additional pail will be charged at this rate.
Overpack Surcharge Fee	\$	DOT required packing supplies to properly ship waste from the Site.
Canada, Puerto Rico, Hawaii, Alaska	Cost plus ___%	Not inclusive of taxes and fees.
Demurrage (over 1 hour on-site performing bucket pickup)	\$/hr. in ___ minute intervals	Additional time required to support Retail Services.

The Retail Services described in this SOW are governed by the terms of the MSA including Contractor’s General Terms and Conditions which are attached as Schedule A to the MSA and set forth on Contractor’s website at <https://www.usecology.com/system/files/2019-08/Cover%20and%20General%20Terms%20and%20Conditions.pdf>. Such Retail Services are also governed by the Retail Services Terms and Conditions, which are set forth on Contractor’s website at <https://www.usecology.com/system/files/2019-08/Retail%20Services%20Terms%20and%20Conditions.pdf>.

Contractor’s General Terms and Conditions and the Retail Services Terms and Conditions are hereby incorporated into made part of this SOW. In the event that Contractor performs any service in addition to the Retail Services, the applicable Service-Specific Terms and Conditions shall be deemed to govern the performance of such service.



Except as set forth in the Agreement, this SOW may be amended only by a written instrument specifically referencing this SOW duly executed by authorized personnel of both the Contractor and Customer.

This SOW of the Master Services Agreement – Master Contract No. \_\_\_\_\_ / SOW No. \_\_\_\_\_ is hereby signed by duly authorized representatives of the parties:

Signed on behalf of Contractor by its duly authorized representative:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print  
\_\_\_\_\_  
Title

Signed on behalf of Customer by its duly authorized representative:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print  
\_\_\_\_\_  
Title



**APPENDIX A**

**Sites**



**APPENDIX B**

**Third Party Signature Authorization Form**