

**RECYCLED AGGREGATE REUSE CONTRACT
TERMS AND CONDITIONS**

CUSTOMER:

CUSTOMER NUMBER:

PAYMENT TERMS:

CUSTOMER ADDRESS:

SITE NAME:

SITE ADDRESS:

SITE COUNTY:

CONTACT:

PHONE:

This agreement is by and between Clean Earth of Carteret, LLC., a Delaware corporation and having a principal place of business at Carteret, NJ, (hereinafter "CEC") and _____ (hereinafter, "User").

WHEREAS, CEC operates a facility that produces recycled aggregate products within specifications set by the New Jersey Department of Environmental Protection Under a Class B Recycling Permit No. 132310; and **WHEREAS**, User desires to obtain Recycled Aggregate products for various uses, which may not be known to CEC; and, **WHEREAS**, CEC and User both seek various assurances from each other; **NOW THEREFORE**, it is agreed:

1. From time to time User may request and CEC may agree to supply DGA
2. CEC represents that DGA it supplies to User shall have been processed in accordance with specifications set by the New Jersey Department of Environmental Protection in CEC Class B Recycling Permit. This processing may include, but is not limited to, screening and sorting.
3. Upon the physical transfer of DGA to User, title, risk of loss and all other incidents of ownership in and to the DGA shall transfer to User.
4. As an inducement to CEC to supply DGA, User agrees not to use the DGA in any manner that may be detrimental to public health or to the environment. User specifically agrees not to use the DGA in the following areas:
 Primary food production
 Residential use application (use at commercial/industrial site is permitted)
 Schools
 Hospitals
 Fill in wetlands
5. User agrees to indemnify, defend and hold harmless CEC against any liability, actual or claimed, that may arise from any alleged or actual violation of this covenant by User.
6. DGA shall be used only at the site defined in this agreement, under such terms and conditions for testing and transportation, as may be agreed to by CEC and User.
7. This Agreement may be terminated by either party upon 10 days prior written notice. The covenants, agreements and obligations contained herein as to any soil transferred prior to the effective date of the termination shall survive any such termination.

8. Product:	Product Rate:	Transportation Rate:
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Acceptance of this Contract includes acceptance of the terms above, and all documents incorporated by reference therein.

<p>User</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>	<p align="center">Clean Earth of Carteret, LLC.</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>
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**CERTIFIED VIRGIN FILL CONTRACT
TERMS AND CONDITIONS**

CUSTOMER:

CUSTOMER NUMBER:

PAYMENT TERMS:

CUSTOMER ADDRESS:

SITE NAME:

SITE ADDRESS:

SITE COUNTY:

CONTACT:

PHONE:

Product:

Product Rate:

Transportation Rate:

Acceptance of this Contract includes acceptance of the terms above, and all documents incorporated by reference therein.

User

Clean Earth of Carteret, LLC.

Signature: _____

Signature: _____

Printed Name: _____

**Printed
Name:** _____

Title: _____

Title: _____