



**Pacific
Resource
Recovery**

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TRANSPORTER NO. 5764

**PRR SYSTEMS DIVISION
AGREEMENT**

AGREEMENT #	CUSTOMER CODE	DATE

CUSTOMER INFORMATION:		
CUSTOMER:	BILL TO:	
ADDRESS:	SERVICE CONTACT:	
CITY/STATE/ZIP:	ACCOUNTS PAYABLE CONTACT:	
PHONE NUMBER:		
FAX NUMBER:		
	EPA NUMBER	SERVICE DATE
		DELIVERY CYCLE

PRR SYSTEMS AGREEMENT – TERMS AND CONDITIONS

- PRR agrees to furnish the equipment and services required to supply solvents and remove spent solvents for recycling and other hazardous wastes. The Customer agrees that all servicing, repairing, maintenance and supply to the equipment shall be performed by PRR only. All equipment shall remain the property of PRR, and shall be returned to PRR upon termination of service. Customer agrees to pay for replacement of equipment due to loss or damage on Customer's premises, except loss or damage caused by PRR. PRR will provide all necessary maintenance due to normal usage.
- Customer agrees to indemnify PRR against any losses, claims, penalties or suits (including costs of defense, settlement and attorneys' fees) arising from any personal injury, property damage or violation of governmental laws, regulations or orders, resulting from: (i) Customer's use of the PRR SYSTEM on the Customer's premises; (ii) Customer's breach of any term or provision of this Agreement; (iii) any negligent or willful act or omission of the Customer in the performance of this Agreement; and (iv) any release of solvent or waste into the environment from the storage units. PRR agrees to indemnify Customer against any losses, claims, penalties or suits (including costs of defense, settlement and attorney's fees) arising from any personal injury, property damage or violation of governmental laws, regulations or orders resulting from: (i) improperly serviced equipment by PRR; (ii) PRR's breach of any term or provision of this Agreement; (iii) any negligent or willful act or omission of PRR in the performance of this Agreement; and (iv) any release of solvent or waste into the environment caused by PRR or its agents.
- If the Customer's waste is found unacceptable or otherwise non-conforming to its profiled waste streams, Customer agrees to indemnify and hold PRR harmless against any losses, claims, penalties or suits (including costs of defense, settlement and attorneys' fees) and including but not limited to analytical, disposal, transportation and regulatory costs associated with properly managing the unacceptable or otherwise non-conforming waste in accordance with applicable pollution control laws and local ordinances.
- Where applicable, PRR acknowledges and confirms to Customer that it will transport waste to the authorized TSDF, named on the PRR ticket, for appropriate treatment. Customer will notify PRR if it generates >1,000 kg of hazardous waste per month. If the waste is not shipped to the authorized TSDF, PRR will notify Customer and obtain its selection and authorization of an alternate TSDF.
- Upon taking possession of and removing conforming waste or solvent from Customer's premises, title, risk of loss and all other incidents of ownership of the waste or solvent shall be transferred to PRR from Customer. At that time, PRR assumes full responsibility for compliance with all rules and regulations, federal and state, regarding the transportation and recycling of acceptable spent solvents. Customer assumes full responsibility for compliance with all rules and regulations, federal and state, regarding the generation and on-site handling of its solvents and wastes; however, at Customer's request, PRR will assist the Customer with the requirements of various agencies regarding their responsibility and will review the use and handling of the products with Customer's employees. Should Customer's waste be determined as non-conforming, PRR may revoke its acceptance of the non-conforming waste, which shall operate to re-vest title, risk of loss and all other incidents of ownership in Customer, at the time revocation is communicated to Customer.
- Customer agrees to use the PRR SYSTEM waste storage container for the disposal of paint, paint thinning materials, gun and equipment cleaner (solvent type) and solvents only as provided in its profiled waste streams. Customer agrees to use PRR SYSTEM equipment only for intended use as outlined in this agreement and not make any modifications without written permission from PRR.
- Customer acknowledges that some materials supplied under this agreement are flammable and toxic and are designed for professional use only by trained personnel and are not to be resold to or made available to the general public.
- Customer will notify PRR of any damage or breakage of safety devices of the PRR SYSTEM and PRR will make timely repairs or replacement.
- PRR agrees to supply solvents, and to remove spent solvents for recycling and other hazardous wastes in the frequency indicated above and under the following terms and conditions:
 - Customer will pay service charges on the PRR System Equipment and PRR will make timely repairs or replacement as required.
 - Customer understands that the spent solvent is hazardous waste and must be handled in accordance with California regulations. The Customer must retain delivery receipts and this Agreement for a period of three (3) years.
 - The term of this Agreement will be one (1) year from date of execution and automatically extended for additional terms of one (1) year unless terminated by written notification to PRR.
- This Agreement and contract supersedes all previous agreements and contracts.

I HEREBY ACCEPT TERMS AND CONDITIONS OF AGREEMENT: <input checked="" type="checkbox"/> _____ CUSTOMER'S SIGNATURE _____ PRINT SIGNATORY'S NAME AND TITLE:	SOLVENT EQUIPMENT REQUIRED: SOLVENT DRUM <input type="checkbox"/> 6630-0 30-Gal/Drum (Metal) <input type="checkbox"/> 6681-0 55-Gal/Drum (Metal) <input type="checkbox"/> RP110D-0 Safety Drum Pump, FM Listed WASTE DRUM <input type="checkbox"/> 6630-0 30-Gal/Drum (Metal) <input type="checkbox"/> 6681-0 55-Gal/Drum (Metal) <input type="checkbox"/> SF207D-0 Safety Funnel, FM Listed	WATERBORNE EQUIPMENT REQUIRED: WATERBORNE SOLUTION DRUM <input type="checkbox"/> 6630P-0 30-Gal/Drum (Poly) <input type="checkbox"/> PMP102 Polypropylene Hand Pump WATERBORNE WASTE DRUM <input type="checkbox"/> 6630P-0 30-Gal/Drum (Poly) <input type="checkbox"/> FNL233-0 Waterborne Funnel
	COMMENTS: <input checked="" type="checkbox"/> _____ ACCEPTED BY PRR SALES REPRESENTATIVE	