



MID057002602

## Generator's Waste Profile and Service Agreement

In order to properly transport and manage your waste stream, please complete the following:

### SECTION 1. GENERAL INFORMATION

	Generator Information	Customer Information	Billing Information
EPA ID #			
Company			
Address 1			
Address 2			
City, State, Zip Code			
Contact			
Telephone 1			
Telephone 2			
Facsimile			
Email			

### SECTION 2. WASTE INFORMATION

Common Name of Waste: \_\_\_\_\_

Process Generating Waste: \_\_\_\_\_

Waste Volume Produced Annually: \_\_\_\_\_

Shipping Increments: \_\_\_\_\_ One Time \_\_\_\_\_ Weekly \_\_\_\_\_ Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Yearly \_\_\_\_\_ Other

Check Any Hazardous Characteristics That Apply:

- Reactive
  Corrosive
  Toxic
  Flammable
  Listed

### SECTION 3. USED / WASTE OIL

Does your waste stream contain 10% or more oil?  Yes  No

Is this oil considered to be a "used oil" as determined by 40CFR 260.10?  Yes  No

*(If yes, then please complete used oil certification sheet.)*

Attach analytical and check the appropriate box below for any parameters for which your oils have been tested.

- PCBs
  TCLP( Volatiles/Semivolatiles)
  Total Halogens
  Total Metals

## SECTION 4. PHYSICAL AND CHEMICAL PROPERTIES

Is this waste a nonhazardous liquid industrial waste?	<input type="checkbox"/> YES <input type="checkbox"/> NO															
What is the Color?	<input type="checkbox"/> White <input type="checkbox"/> Grey <input type="checkbox"/> Black <input type="checkbox"/> Clear <input type="checkbox"/> Other															
Describe the Odor.	<input type="checkbox"/> Strong <input type="checkbox"/> Mild <input type="checkbox"/> None															
Does it Pass Paint Filter Test	<input type="checkbox"/> YES <input type="checkbox"/> NO															
Physical State at 70° F	<input type="checkbox"/> Liquid <input type="checkbox"/> Slurry <input type="checkbox"/> Other															
Density (weight/volume)																
Specific Gravity																
pH:																
Flash Point (closed cup)																
Viscosity at 70° F	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low															
Percent Composition	_____ % Water    _____ % Oil    _____ % Rag    _____ % Solids															
Solids Composition:	<input type="checkbox"/> Suspended <input type="checkbox"/> Settable <input type="checkbox"/> Both															
Chemical Composition: <i>List all major constituents, include herbicides, pesticides, carcinogens, pathogens and other hazardous constituents.</i>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Chemical</th> <th style="width: 25%;">Minimum</th> <th style="width: 25%;">Maximum</th> </tr> </thead> <tbody> <tr> <td> </td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> </tr> <tr> <td> </td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> </tr> <tr> <td> </td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> </tr> <tr> <td> </td> <td style="text-align: center;">%</td> <td style="text-align: center;">%</td> </tr> </tbody> </table>		Chemical	Minimum	Maximum		%	%		%	%		%	%		%	%
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	%	%														
	%	%														
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## SECTION 5. TCLP AND TESTING CERTIFICATION

Please check the "YES" column for constituents that have been TCLP tested and attach analytical results to this profile or check the "NO" column verifying the constituent is not present above hazardous levels. *All constituents must have either a "YES" or "NO" checked.*

*Check the method used:*     Total     TCLP     EP     Toxicity

METALS mg/L (ppm)			
Metal	Level > than	Yes	No
001D Copper	100.0		
003D Zinc	500.0		
D004 Arsenic	5.0		
D005 Barium	100.0		
D006 Cadmium	1.0		
D007 Chromium	5.0		
D008 Lead	5.0		
D009 Mercury	0.2		
D010 Selenium	1.0		
D011 Silver	5.0		

ORGANICS			
Material	Level > than	Yes	No
D018 Benzene	0.5		
D019 Carbon Tetrachloride	0.5		
D021 Chlorobenzene	100.0		
D022 Chloroform	5.0		
D028 1, 2-Dichloroethane	0.5		
D029 1, 1-Dichloroethylene	0.7		
D035 Methyl Ethyl Ketone	200.0		
D039 Tetrachloroethylene	0.7		
D040 Trichloroethylene	0.5		
D043 Vinyl Chloride	0.2		

ACID EXTRACTABLES			
Material	Level > than	Yes	No
D023 o-Cresol	200		
D024 m-Cresol	200		
D025 p-Cresol	200		
D026 Cresol	200		
D037 Pentachlorophenol	100		
D041 2, 4, 5-Trichlorophenol	400		
D042 2, 4, 6-Trichlorophenol	2.0		

BASE NEUTRAL EXTRACTABLES			
Material	Level > than	Yes	No
D027 1, 4-Dichlorobenzene	7.5		
D030 2, 4-Dinitrotoluene	0.13		
D032 Hexachlorobenzene	0.13		
D033 Hexachlorobutadiene	0.5		
D034 Hexachloroethane	3.0		
D036 Nitrobenzene	2.0		

HERBICIDES and PESTICIDES			
Material	Level > than	Yes	No
D012 Endrin	0.02		
D013 Lindane	0.4		
D014 Methoxychlor	10.0		
D015 Toxaphene	0.5		
D016 2, 4-D	10.0		
D017 2, 4, 5-TP (Silvex)	1.0		
D020 Chlordane	0.03		
D031 Heptachlor	0.008		

## SECTION 6. SHIPPING INFORMATION

Is this waste a D.O.T. Hazardous Material?	<input type="checkbox"/> YES <input type="checkbox"/> NO
State Waste Codes:	<input type="checkbox"/> 017L – Crankcase Oil <input type="checkbox"/> 019L – Coolants and Water Soluble Oil <input type="checkbox"/> 021L – Other Oil <input type="checkbox"/> 029L – Other Wastes
Proper Shipping Name:	
Method of Shipment:	<input type="checkbox"/> Bulk <input type="checkbox"/> Drum <input type="checkbox"/> Tote
Additional Handling / Comments:	

## Section 7. Terms and Conditions of Waste Service

**1. Waste Disposal.** Subject to the terms and conditions contained herein and those in the Proposal and Approval Notification Letter, Advanced Resource Recovery, (hereinafter "ARR" or "Company"), and the Service Provider and/or Generator, (hereinafter collectively "Customer"), agree to be legally bound hereby and that ARR agrees to accept at its facility (the "Facility") Industrial Waste (hereinafter referred to as "Industrial Waste" or "Waste") delivered by Customer, and which is acceptable to ARR as herein provided.

**2. The Agreement.** The entire agreement of the parties for the disposal of Industrial Waste (the "Agreement") shall consist of these terms and conditions, and any application, permit, approval or other documents provided by the Company that may be applicable to such Waste. Waste accepted at the Facility by Company will constitute Customer's acceptance of the Proposal and Approval Notification's terms and conditions as well as the terms and conditions herein. Each Waste Approval's terms and conditions will supersede the terms and conditions of any prior Agreement between the parties.

**3. Waste Accepted at Facility.** Customer warrants that the Waste described in the Waste Characterization Profile that is delivered to Company at its Facility hereunder will not contain any quantity of hazardous materials or substances, radioactive materials or substances or toxic wastes or substances as defined by applicable federal, state and/or local laws or regulations. Any waste which does not meet this requirement shall hereinafter be referred to as "Unacceptable Waste." The Customer shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean the Company's disposal facility located at 27140 Princeton Ave., Inkster, MI 48141.

**4. Industrial Waste.** Customer warrants that the Waste delivered to Company hereunder will not contain any waste that is not specifically described on the Waste Characterization Profile which is incorporated herein and which is subsequently approved by the Company and will meet the material description as set forth in the application and otherwise in all significant respects. The parties may incorporate additional Industrial Waste as part of this Agreement if prior to delivery of such Waste to Company, Customer has provided a Waste Characterization Profile Application for such Waste and Company has approved disposal of such Waste within the limitations and conditions contained in Company's written notice of approval of Industrial Waste disposal. Title to all Waste handled or disposed of by Company shall at all times remain with Customer.

**5. Rights of Refusal/Rejection.** Company has the right to reuse or reject after acceptance any load of wastes delivered to the facility if the Company believes the Customer has breached (or is breaching) its warranties or agreements hereunder. If Customer delivers wastes in breach of any warranty or agreements herein, Company may in its sole discretion, either remove and dispose of that waste and charge Customer for the costs or require Customer to promptly remove the waste.

**6. Charges and Payment.** Customer agrees to pay the Company's rates as written in the Proposal and Approval Notification Letter, which may be modified from time to time upon thirty (30) days written notice to the Customer. Payment shall be made by Customer within thirty (30) days after receipt of invoice from Company. In the event that any amount is overdue, the Company may terminate this Agreement. Customer agrees to pay service charge of 1.5% per month, or the maximum interest rate permitted by law whichever is less.

**7. Term.** This Agreement shall continue in effect until terminated by Company or Customer, with or without cause, upon prior notice by either party and representations and warranties regarding the waste delivered and the indemnities set forth herein shall survive termination of this Agreement.

**8. Indemnity.** Customer agrees to indemnify, save harmless, and defend Company, its Corporate affiliates, employees, officers and directors from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse, effects on the environment, of any violation of governmental laws, regulations, or orders caused, in whole or in part by the Customer's breach of any warranty, term or provision of this Agreement, or any act, omission, willful misconduct or negligence of the Customer, its employees, or subcontractors in the performance of this Agreement.

**9. Default.** The occurrence of any of the following events shall also constitute an event of default by the Customer and shall give the Company the right to immediately terminate this Agreement. (a) A petition for reorganization or bankruptcy filed by or against the Customer; (b) Failure by Customer to pay any amount due to Company (c) Any breach by Customer of any of its obligations pursuant to the Agreement. The parties covenant and agree that the Company's removal and acceptance of the Customer's Waste constitutes work on and an improvement to the Customer's real property. Accordingly, Customer grants to Company the right to file any and all documents permitted by law or otherwise on Customer's real property to secure the monies owed to Company by Customer for services performed.

**10. Attorneys' Fee.** In the event of a breach by Customer of the Agreement, the Customer shall pay all attorneys' fee, collection fees and costs of Company incident to any action brought to enforce the Agreement.

**11. Assignment.** Customer may not assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of Company.

**12. Miscellaneous.** The Agreement shall be governed by and constructed in accordance with the laws of the state of Michigan in which the Facility is located. The price and terms of this proposal are confidential and are not to be disclosed to any other persons or entities. Customer agrees to take all precautions to insure that its officers, employees and agents maintain the confidentiality of this information and do not disclose the price and terms of this proposal. Service Provider is defined as any company working on behalf of a Generator.

**13. Notices.** All notices herein shall be considered as having been given upon being placed in the mail, certified, postage prepaid, addressed to the Company or Customer at the address set forth in the Waste Characterization Profile.

**SECTION 8. GENERATOR CERTIFICATION and WASTE SERVICE AGREEMENT**

I certify that I am authorized to sign below and all information is complete, factual (including attached information), is an accurate representation of the known and suspected hazards and of waste generator regulations pertaining to the waste described herein and agree to the terms and conditions of waste services in Section 7.

Printed Name: \_\_\_\_\_

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

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

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