



Asphalt Shingles Recycling Training Guide for Suppliers

**Bluff City Materials, Inc
Southwind RAS, LLC
Recycling Center
Bartlett, IL**

Training Materials

Provided by:

Southwind RAS, LLC

Who is required
to complete training ?

Suppliers Requiring Training:

General Contractors

Roofing Contractors

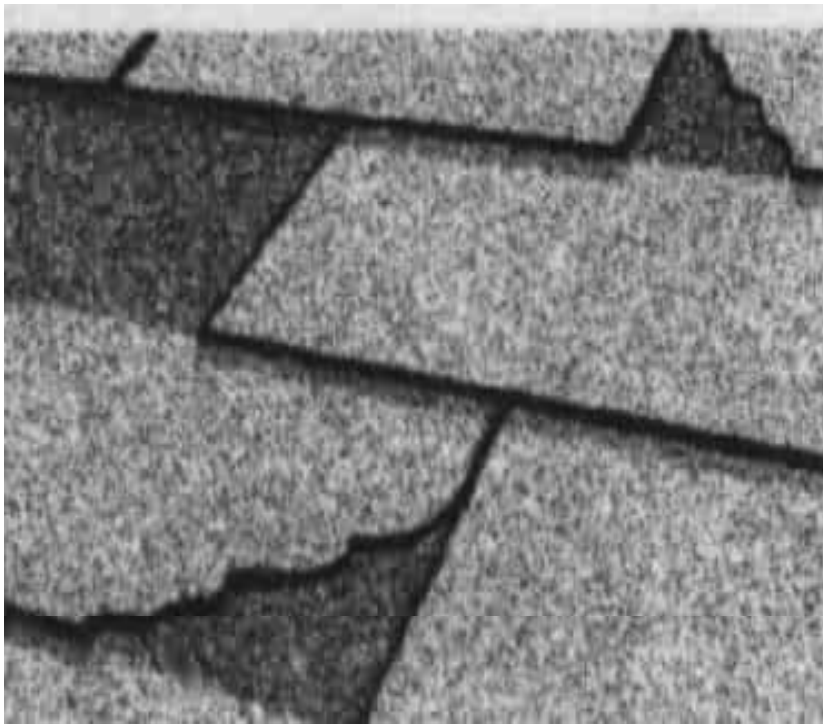
Homebuilders

Homeowners

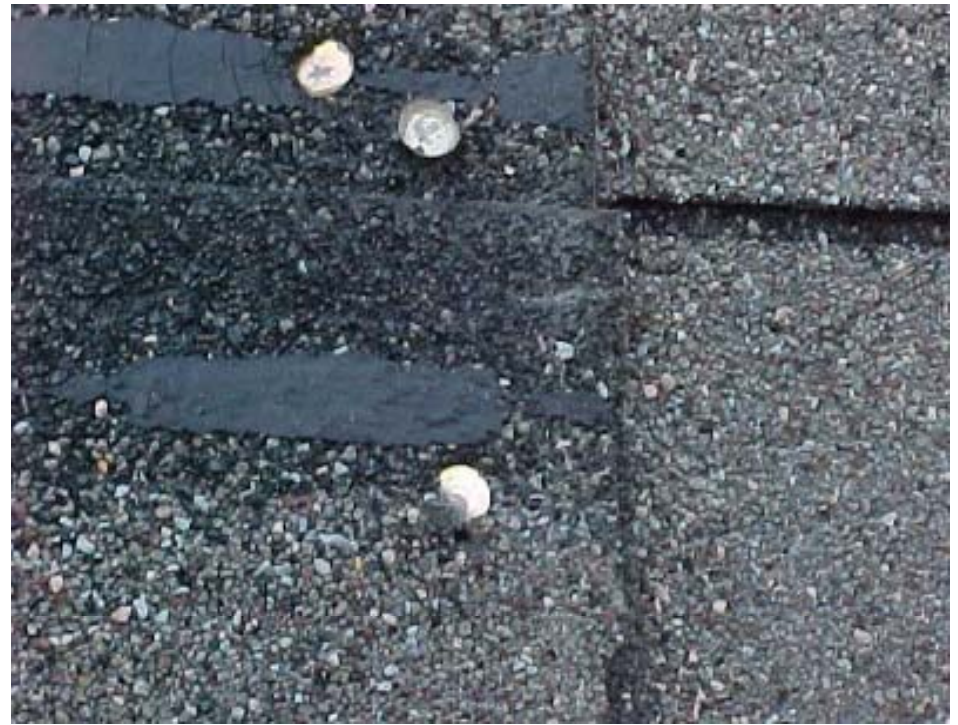
Permitted C&D Facilities

Acceptable Materials

Asphalt Shingles



- Felt attached to shingles



- Nails mixed with shingles

Before bringing shingles to the recycling facility...

✓ Complete and submit:

- 1.) Supply Certification Form
- 2.) Training Certification Signature Sheet
- 3.) Receipt & Processing Service Agreement
- 4.) Proof of Insurance/Credit Application

✓ Check that the load is asphalt shingles with a minimal amount of deleterious material

(Deleterious = wood, metal, plastic, paper, garbage)

Supply Certification Form

→ **Complete and submit form
signed by authorized agent of
the company**

- if you are a permitted C&D facility or transfer station: one form per *facility* with an address tracking list submitted each week shingles are delivered.

- **address tracking form should be submitted via email to your sales person, or via fax:
630.524.9020**



Southwind RAS, LLC

Supply Certification Form Post-Consumer Tear-off Asphalt Shingles

Supplier Company Name: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

We the undersigned, certify that:
Initial

1. _____ All Post Consumer (Tear-off) asphalt shingle scrap came from residential building having four or fewer dwelling units (see addresses below or attached);
2. _____ These residential buildings are not "regulated facilities" according to state and federal NESHA 40 CFR Part 61, Subpart M; and
3. _____ The roofing waste material delivered consists of asphalt shingles and normal roofing debris only and contains no known hazardous material (e.g., asbestos).

Signature: _____

Supplier identified as:

- Permitted C&D Facility
- Roofer, contractor,
Residential customer address where the Post-Consumer or Tear-off asphalt shingle scrap originated:

(attach additional sheets as needed)

Layers of shingles present: _____

Post-Consumer or Tear-off asphalt shingle scrap delivered to: Southwind RAS, LLC, Bartlett, IL

Completed form emailed to info@southwindRAS.com or fax to 630-524-9020

For Shingle Recycler/Processor Use Only:

Load: Accepted Rejected Delivery Vehicle License: _____

Job Order: _____

Reason for Rejection: _____

Certified Asbestos Inspector Signature: _____ Date: _____

Receipt & Processing Service Agreement

- ✓ Completed and signed when initially registering as a new customer
- ✓ Completed once every three years

Proof of Insurance

- ✓ Provide when initially registering as a new customer
- ✓ Provide company proof of insurance annually

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Your Agent Name Address City, State Zip Phone	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Name Address City, State Zip	INSURERS AFFORDING COVERAGE INSURER A: Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ABC	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ABC	mm/dd/yy	mm/dd/yy	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	ABC	mm/dd/yy	mm/dd/yy	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ABC	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

CERTIFICATE HOLDER Southwind Ras, LLC 2252 Southwind Blvd. Bartlett, IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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What happens as truck enters site?

- Staff visually inspects each load
- The on-site Illinois Certified Asbestos Inspector will monitor activities and conduct sampling procedures to address concerns associated with Asbestos Containing Material
- Any load rejected must be dealt with using Best Management Practices

Training Complete

- × We will keep records of your training
- × Additional training may be necessary based on future updates to the QCQA plan or as required

For More Information:

Contact:

Southwind RAS, LLC Sales Department

Dave Stanczak: daves@grp7.com

or

Sally Gillan: sally@grp7.com

(630)233-5700

THANK YOU



Southwind RAS, LLC

Supply Training Manual For Shingles Recycling

I certify that I have received, carefully read and reviewed the content of, and completed the Shingles Recycling Training Program ("Training Program") as a supplier who is delivering or having delivered asphalt roofing shingles to the Bluff City Recycling Center. I hereby certify that I will follow the guidelines and requirements as set forth in the Training Program to the best of my ability. I further certify that I am aware that my failure to comply with the laws, rules, policies, and procedures referenced within the Training Program may result in a rejection of the delivery of material to the site.

Printed Name

Title

Company

Phone Number

Fax Number

Address

Signature

Email

Date

Please identify type of supplier:

- general contractor
- roofing contractors
- home builders
- home owners
- permitted C&D facility
- other

Please email signed copy to info@southwindRAS.com or fax to 630-524-9020 to complete training. You will receive a confirmation within 24 hours of receipt.

For Southwind RAS use only:

I certify I have discussed with the supplier identified herein the Training Program that the supplier is required to review and complete. I further certify that the training he or she is receiving allows the supplier to bring material to Southwind RAS, LLC subject to further on-site inspection.

Printed Name

Title

Company

Signature

Date



Southwind RAS, LLC

Supply Certification Form Post-Consumer Tear-off Asphalt Shingles

Supplier Company Name: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

We the undersigned, certify that:

Initial

1. _____ All Post Consumer (Tear-off) asphalt shingle scrap came from residential building having four or fewer dwelling units;
2. _____ These residential buildings are not "regulated facilities" according to state and federal NESHAP 40 CFR Part 61, Subpart M.; and
3. _____ The roofing waste material delivered consists of asphalt shingles and normal roofing debris only and contains no known hazardous material (e.g., asbestos).

Signature: _____

Supplier identified as:

- Permitted C&D Facility
- Roofer or contractor
- Other

Post-Consumer or Tear-off asphalt shingle scrap delivered to: Southwind RAS, LLC, Bartlett, IL

Completed form emailed to info@southwindRAS.com or fax to 630-524-9020

For Shingle Recycler/Processor Use Only:

Load: Accepted Rejected Delivery Vehicle License: _____

Job Order: _____

Reason for Rejection: _____

Certified Asbestos Inspector Signature: _____ Date: _____

Shingle Recycling Tracking Sheet

Cust #

Ship Date:

Hauler

Supplier Company

Date

Address

City

State

Layers

Date

Address

City

State

Layers

Date

Address

City

State

Layers

Date

Address

City

State

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Address

City

State

Layers

Questions about this form?
630.233.5700

Total Tons



Southwind RAS, LLC

APPLICATION FOR CREDIT

PLEASE FILL IN ALL BLANKS. PLEASE PRINT OR TYPE.

DATE _____

TRADE NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX # _____

HOW LONG IN BUSINESS? _____

TYPE OF BUSINESS _____

IS THIS A: CORPORATION _____ PARTNERSHIP _____ SOLE OWNER _____

PREVIOUS AFFILIATION, IF ANY _____

TRADE REFERENCES:

1. NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE # _____ FAX # _____

2. NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE # _____ FAX # _____

3. NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE # _____ FAX # _____



Southwind RAS, LLC

BANK REFERENCES:

NAME _____

ADDRESS _____

ACCOUNT # _____ TELEPHONE # _____

NAME OF COMPANY OFFICERS AND / OR OWNERS:

1. NAME _____

ADDRESS _____

POSITION _____ TELEPHONE # _____

2. NAME _____

ADDRESS _____

POSITION _____ TELEPHONE # _____

3. NAME _____

ADDRESS _____

POSITION _____ TELEPHONE # _____

NAME OF PERSON MAKING APPLICATION _____



Southwind RAS, LLC

To: SOUTHWIND RAS, LLC
Its Successors and Assigns

In consideration of the further extension of credit granted
By **SOUTHWIND RAS, LLC**, _____
_____(name of account), I hereby
personally, individually and unconditionally guarantee
payment of whatever amount which at any time shall be owing
to **SOUTHWIND RAS, LLC**, on account of goods
delivered, whether such indebtedness is incurred before or
after the date hereof. This is a continuing guarantee
relating to any indebtedness, including that arising under
successive transactions, which shall either continue the
indebtedness or from time to time renew it after it has been
satisfied, and this guarantee shall be perpetual as to any
indebtedness incurred before written notice is received by
SOUTHWIND RAS, LLC, that I am unwilling to
Guarantee any additional indebtedness on this account.

As Guarantor I hereby waive notice as to the amount of the
account and further I understand that a finance charge of
one and one half percent (1 ½%) per month will be applied
to any balance outstanding thirty (30) days or more, plus
reasonable attorney's feed incurred in the collection of any
sums due **SOUTHWIND RAS, LLC**, which are herein
guaranteed.

DATE: _____

OWNER/PRESIDENT SIGNATURE _____

TITLE _____

Subscribed and sworn to before me

This _____ day of _____, 20____.

NOTARY PUBLIC SEAL

My commission expires: _____

PLEASE HAVE AN OFFICER OF THE COMPANY SIGN THE AFFIDAVIT



Southwind RAS, LLC

PLEASE HAVE AN OFFICER OF THE COMPANY SIGN THE AFFIDAVIT BELOW. HAVE THE AFFIDAVIT NOTARIZED. RETURN THE COMPLETED AFFIDAVIT TO OUR OFFICE AS SOON AS POSSIBLE. YOUR FAILURE TO COMPLETE AND RETURN THIS AFFIDAVIT WILL RESULT IN YOUR LIABILITY FOR ANY SALES TAX DEDUCTIONS. THANK YOU FOR YOUR COOPERATION.

All sales will summarily be charged sales tax until this form is properly filled out and received by us.

Date _____

This is to certify that **SOUTHWIND RAS, LLC**, agrees to furnish materials to the undersigned for this calendar year based upon the following conditions:

1. Upon signature by the undersigned, it is being represented that the materials purchased during this calendar year that are to be used for jobs which **DO NOT** have a tax exempt status, i.e., charitable, religious, educational, or municipal organizations within the meaning of the Illinois Retailers' Occupation Tax, will be charged the applicable sales tax.
2. Where said materials are to be used for jobs which **DO** have a tax-exempt status (as identified above), it is incumbent upon the undersigned to notify **SOUTHWIND RAS, LLC.**, of this status. Any deviation from this requirement will subject the undersigned to full responsibility for any results thereof, including payment of applicable taxes and any taxes and/or penalties resulting from an Illinois State audit which might disallow any of your jobs as having a tax-exempt status.

This affidavit shall be considered a part of each order that we receive from your company.

OWNER/PRESIDENT SIGNATURE

OWNER/PRESIDENT NAME TYPED OR PRINTED/TITLE

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ My commission expires: _____

Notary Public
SEAL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Your Agent Name Address City, State Zip Phone	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Name Address City, State Zip	INSURERS AFFORDING COVERAGE INSURER A: Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
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A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ABC	mm/dd/yy	mm/dd/yy	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER SouthwindRAS, LLC 2250 Southwind Blvd. Bartlett, IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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Southwind RAS, LLC

RECEIPT AND PROCESSING SERVICE AGREEMENT

This Agreement entered into as of this ____ day of _____, 2010, by and between _____, with an office at _____, a _____ corporation (hereinafter referred to as “Customer”), and Southwind RAS, LLC, with an office at 2250 Southwind Blvd., Bartlett, IL 60103, an Illinois Limited Liability Company (hereinafter referred to as “Southwind RAS”).

ARTICLE I DESIGNATED MATERIALS & PROCEDURE

During the term of this Agreement, subject to availability of airspace or any periodic quantity limitations imposed by applicable law, regulation, permits or otherwise, Southwind RAS shall receive, process and/or dispose of all asphalt roofing shingles (hereinafter the “Shingles”) delivered by Customer to the Bluff City Recycling Center, located at 1950 Vulcan Blvd., Bartlett, IL 60103 (hereinafter the “Recycling Center”), deleterious material and general construction and demolition debris components of which may include wood, cardboard, metal flashing and/or plastic, that is commingled with the Shingles.

All delivery vehicles entering the Recycling Center will be weighed at the inbound scale. The hauler will provide its company name and the attendant will obtain the vehicle identification number, the weight of the load, the date and time of arrival and the type of material delivered. The scale attendant has the right to reject or deny access to any vehicle known or suspected to be hauling unacceptable wastes or to any vehicle operating in an unsafe or untarped condition. Southwind RAS also reserves the right to reject any loads that it believes, in its sole discretion, contain more than 25% non-recyclable general construction and demolition debris, may contain potentially Hazardous Materials or may contain levels of asbestos and/or deleterious material that exceed its permitted allowance.

Incoming materials shall be placed only in an area designated by Southwind RAS’ supervisors, during approved hours of operation, and in accordance with approved procedures. Vehicles identified as discharging unacceptable waste will be directed to cease unloading. If the material has already been unloaded, it will be loaded back into the vehicle and returned to the generator. Waste material that cannot be returned to the generator will be segregated and placed into roll off containers for the temporary storage of unacceptable materials. It will be handled and disposed of further in accordance with the appropriate regulations governing the disposal of such wastes, at Customer’s and/or generator’s sole cost.

Haulers who deliver unacceptable waste materials will be subject to additional scrutiny on subsequent deliveries. Haulers who repeatedly attempt to deliver unacceptable wastes will be prohibited from using the facility.

ARTICLE II



Southwind RAS, LLC

TITLE

Title to the Shingles delivered by Customer shall be transferred to and vest in Southwind RAS at the time the Shingles are fully unloaded at the working face of the recycling center and the Customer's vehicle has departed such working face. Prior thereto, title to the Shingles shall be in, and all risks and responsibilities therefore shall be borne by, Customer. However, if Southwind RAS or its subcontractor is providing transportation, title to the shingles will be transferred to Southwind RAS when vehicle has departed Customer's premises. If, after placement, any loads of Shingles are found to be in breach of Customer's representations and warranties or are found to contain unacceptable levels of Hazardous Materials, asbestos and/or deleterious material, Customer shall retain title to such nonconforming material and Customer shall promptly remove such material and any resulting contamination from the Recycling Center and Customer shall bear all expenses of such removal and shall pay the nonconforming material handling charge set forth below

ARTICLE III COMPLIANCE WITH LAWS

Southwind RAS and Customer shall comply with all applicable local, state and federal laws pertaining to the delivery and disposal of the Shingles. Customer shall also comply with work and safety rules which have been promulgated by Southwind RAS to govern operations at the recycling center.

ARTICLE IV DISPOSAL RATES

The rates for acceptance and disposal of the Shingles are set forth in Exhibit "A". Southwind RAS, in its sole discretion, may at any time adjust the rates hereunder to fully cover increases in fuel and insurance costs, increases in costs (including, without limitation, overhead and profit) resulting from (i) changes in any laws, ordinances, regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof), (ii) orders, judgments or directives of any court or governmental body or instrumentality thereof, (iii) revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site, and (iv) other contingencies beyond Southwind RAS' reasonable control. Southwind RAS may adjust rates from time to time for other reasons, but any such other adjustment, to the extent such adjustment results in a percentage increase greater than the percentage increase in the local (or if none, "U.S. City Average") Consumer Price Index for Urban Consumers (all items) published by the United States Department of Labor, Bureau of Labor Statistics since the date of the last such adjustment (or since the date of execution of this Agreement in the case of the first such adjustment), shall be subject to Customer's approval upon notice thereof from Southwind RAS thirty (30) days prior to the effective date of the adjustment.

ARTICLE V TERM

The initial term of this agreement shall be for a period of three (3) years from the date of commencement of services and shall be automatically renewed for successive three (3) year terms



Southwind RAS, LLC

thereafter unless either party hereto shall give written notice of termination by certified mail to the other party at least sixty (60) days prior to termination of the initial or any renewal term.

ARTICLE VI PAYMENT

Customer agrees to make payment within thirty (30) days after receipt of Southwind RAS' statement at the office of Southwind RAS specified on such invoice.

ARTICLE VII INDEMNITY

Customer hereby agrees to indemnify and hold Southwind RAS harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Southwind RAS' property, and injuries to or death of persons, including Customer's or Southwind RAS' employees, caused by or resulting from the negligence or willful misconduct of or violation of any federal, state or local laws or regulations by Customer, its employees or agents or Customer's delivery to Southwind RAS of waste excluded from the definition of Shingles.

Southwind RAS hereby agrees to indemnify and hold Customer harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Customer's property, and injuries to or death of persons, including Southwind RAS' or Customer's employees, to the extent caused by or resulting from the negligence or willful misconduct of Southwind RAS, its employees or agents.

ARTICLE VIII FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the Recycling Center.

ARTICLE IX ASSIGNMENT

This Agreement is assignable with the prior written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, or required in the event of assignment by operation of law to an affiliate of Southwind RAS.



Southwind RAS, LLC

ARTICLE X ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Southwind RAS and Customer hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to this Agreement will be effective unless in writing and signed by Southwind RAS and Customer hereto.

Executed as of the day and year first above written.

“Customer”

By: _____
(Signature)

Title: _____

Southwind RAS, LLC

By: _____
(Signature)

Title: _____