



CLEAN SOIL MATERIAL ACCEPTANCE AGREEMENT

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This Agreement must be signed by an individual authorized to enter agreements for your firm (the "Customer") before any soil/material can be accepted by Della Terra Soil Management Solutions ("Della Terra"). **A new signed copy is required for each worksite location.**

By signing this Agreement, the Customer represents and warrants to Della Terra that none of the soil/material delivered to Della Terra Schweyey Road, Chilliwack Pit by the Customer contains any contaminants at concentrations exceeding the limits listed in Column II of Schedule 7 of the Contaminated Sites Regulation (CSR), (BC Reg. 375/96), or contaminants listed under the Special Waste Regulation, (BC Reg. 63/88) or any other criteria stipulated by Della Terra. These criteria may be amended by Della Terra from time to time at its sole discretion upon notice to the Customer. Soil/material not exceeding such limits or criteria is referred to as Clean Soil.

Della Terra further reserves the right to inspect and sample and/or may require the Customer to sample any and all soil/material before accepting the soil/material. The right of Della Terra to inspect or sample the material does not reduce, restrict or otherwise affect the Customer's liability in relations to soil/material that is not Clean Soil. Any soil/material that is not Clean Soil may be rejected by Della Terra, acting in its sole discretion, and Della Terra may request the Customer to remove and dispose of such soil/material, such removal and disposal being at the sole cost, risk and responsibility of the Customer. If, after acceptance by Della Terra the soil/material is discovered not to be Clean Soil, Della Terra will notify the Customer. If requested, the Customer shall remove the soil/material within 24 hours of notification and dispose of the same in accordance with all applicable laws.

The Customer agrees to defend, indemnify and hold Della Terra harmless from and against any and all claims, demands, orders, causes of action, damages, liabilities, losses, expenses, penalties and all costs of defense relative thereto, including legal fees, caused by or resulting from the Customer's breach of this agreement, including without limitation, any breach of the Customer's obligation to deliver only Clean Soil.

This Agreement does not confer a right on the Customer to deliver soil/material to the Della Terra site. Della Terra reserves the right to reject for any reason any and all deliveries of soil/material made by or desired to be made by the Customer.

This Agreement commences effective as of the first day on which the Customer delivers soil/material to Della Terra. Any waiver of any provision of this Agreement must be in writing and signed by Della Terra.

Date:

Initials:



Della Terra Quote Number _____

Customer

Company Name _____

Contact Person _____

Address _____

_____ Postal Code _____

Office Phone _____ Emergency Phone _____

Email address _____

Soil Generation Site

Worksite Name _____

Contact Person _____

Worksite Address _____

_____ Postal Code _____

Work Site Phone _____

Work Site Email _____

Anticipated Hauling Start Date: _____ End Date: _____

Anticipated Clean Loads/Volume: _____

Customer Signature

Signature _____ Title _____

Print Name _____ Date _____