

**COMPANY:** Raptor Recycle and Transfer LLC  
Address: 11901 South US 71 HWY  
City/State/Zip: Grandview, MO 64030  
Signed: \_\_\_\_\_  
  *Authorized Signature*  
Name: Troy Knight  
Title: President \_\_\_\_\_  
  *Date*  
**Effective Date:** \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Signed: \_\_\_\_\_  
  *Authorized Signature*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  *Date*  
**Initial Term:** \_\_\_\_\_ years \_\_\_\_\_ *Date*

**TERMS AND CONDITIONS TO SOLID WASTE DISPOSAL AGREEMENT**

These TERMS AND CONDITIONS TO SOLID WASTE DISPOSAL AGREEMENT (collectively with the exhibits and attachments hereto, this "**Agreement**") are entered into and between Raptor Recycle and Transfer LLC, a Missouri limited liability company ("**Raptor**"), and the customer set forth above ("**Customer**"), in consideration of the mutual promises and covenants set forth herein, upon and subject to the following terms and conditions:

1. **Disposal of Customer Waste.** During the term of this Agreement, Raptor shall receive and accept at Raptor’s Transfer Station at 11901 South US 71 Hwy, Grandview, MO 64030 (the "**Transfer Station**") Customer’s nonhazardous solid waste garbage, refuse, rubbish, discarded materials or other forms of solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities ("**Waste**") in accordance with the terms of this Agreement and further set forth on Exhibit A attached hereto. Customer’s Waste shall not constitute, contain or include any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical, or other hazardous waste as defined under applicable federal and state laws and regulations (such materials defined here as "**Unacceptable Waste**").

2. **Disposal Rate.**

a. Customer shall pay a "**Disposal Rate**" equal to the rates set forth on the rate schedule attached hereto as Exhibit B.

b. The Disposal Rate is inclusive of all governmentally-imposed fees, taxes, and surcharges in-effect as of the date of this Agreement.

3. **Payment.** Payment of the Disposal Rate and any other amounts due from Customer pursuant to this Agreement shall be due at the time of disposal unless terms are set forth in Exhibit B.

4. **Title to Waste.** Title to the Waste delivered by Customer shall be transferred to and vest in Raptor at the time the Waste is fully unloaded at the Transfer Station. Prior thereto, title to the Waste shall be vested in, and all risks and responsibilities therefor shall be borne by, Customer. Provided however, title to and liability for Unacceptable Waste shall remain with Customer at all times. Raptor shall have the right to inspect, analyze or test any Waste delivered by Customer. If Customer’s Waste is Unacceptable Waste, Raptor can, at its option, reject such Unacceptable Waste and return it to Customer or require Customer to remove and dispose of the Unacceptable Waste at Customer’s sole expense. Customer shall indemnify, hold harmless (in accordance with Section 7 and pay or reimburse Raptor for any and all costs, damages and/or fines incurred as a result of or relating to Customer’s tender or delivery of Unacceptable Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Raptor also reserves the right to impose volume limitations on inbound deliveries, reject any Acceptable Waste that could adversely impact the Transfer Station or Disposal Site.

5. **Compliance with Law.** Raptor shall comply with all applicable local, state and federal laws pertaining to the handling and disposal of the Waste.

6. **Customer Warranties.** Customer hereby represents and warrants that all Waste delivered by Customer shall be in accordance with Waste descriptions given in this Agreement and shall not contain any Unacceptable Waste. In the event this Agreement includes transportation by Raptor, Customer shall, at the time of tender, provide to Raptor accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Waste under all applicable federal, state or local laws or regulations.

7. **Mutual Indemnities.**

a. Raptor agrees to indemnify, defend and hold Customer harmless from and against any and all liability (including reasonable attorneys’ fees)

arising out of or resulting from bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Raptor's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Raptor or its employees, which occurs (1) during the collection or transportation of Customer's Acceptable Waste by Raptor, or (2) as a result of the disposal of Customer's Acceptable Waste after the date of this Agreement, provided that Raptor's indemnification obligations will not apply to occurrences involving Unacceptable Waste.

b. Customer agrees to indemnify, defend and hold Raptor harmless from and against any and all liability (including reasonable attorneys' fees) arising out of or resulting from bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's tender or delivery of Unacceptable Waste (regardless of whether Customer knew it was Unacceptable Waste).

c. Neither party shall be liable to the other for incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

8. **Force Majeure.** Neither Customer nor Raptor shall be liable for the failure to perform their respective obligations nor for any resulting damage or loss, if such failure is caused by a catastrophe, riot, war, act of the legislature, by reason of final order by a court of record in a proceeding not instituted by or acquiesced to by Raptor or Customer, administrative order, or by strike, fire, accident, act of God, failure of equipment, obstruction or damage to buildings, lack of required access to roadways and bridges, electricity or other utility failure, inability to access the Transfer Station or Disposal Site, or other similar contingency beyond the reasonable control of Customer or Raptor. Neither party shall be due compensation from the other upon the occurrence of any Force Majeure and for as long as the Force Majeure continues. Both Customer and Raptor shall resume full or substantial performance of their respective obligations under this Agreement immediately upon cessation of the Force Majeure circumstances.

9. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

10. **Severability.** If any Section, subsection, sentence or clause of this agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the agreement as a whole or of any Section, subsection, sentence or clause hereto not so adjudged.

11. **No Waiver.** Any waiver by either party of any provision or condition of this Agreement shall not be deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

12. **Amendment.** This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into this Agreement.

13. **Attorneys' Fees.** If Customer or Raptor shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this Agreement, the losing party shall pay the successful party a reasonable sum for attorneys' fees incurred in such suit and such attorneys' fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

14. **Assignment.** Neither party may assign its rights hereunder without the prior written consent of the other party. Customer acknowledges and agrees that the Raptor may utilize unaffiliated subcontractors that are not affiliates of Raptor to provide the services contemplated under this Agreement to Customer.

15. **Miscellaneous.** By using our services, you agree to our facility rules attached hereto as Exhibit C.

## EXHIBIT A

### ACCEPTABLE WASTE AND UNACCEPTABLE WASTE

#### WASTE NOT ACCEPTED

- SPECIAL WASTE
- RADIOACTIVE MATERIALS
- REGULATED HAZARDOUS WASTE
- REGULATED INFECTIOUS WASTE
- ASBESTOS-CONTAINING MATERIALS (ACM)
- LEAD-ACID BATTERIES
- MAJOR APPLIANCES WITH FREON
- POLYCHLORINATED BIPHENYLS (PCB'S)
- HIGHLY FLAMMABLE OR VOLATILE SUBSTANCES
- RAILROAD TIES
- ANIMAL CARCASSES
- COMMERCIAL ANIMAL WASTE
- SEPTIC WASTE AND TANK PUMPINGS
- DRUMS OR BARRELS, UNLESS EMPTY AND PERFORATED
- CHEMICAL CONTAINERS
- LIQUIDS/SLUDGES
- WASTE OIL
- EXPLOSIVES
- BULK ELECTRONICS
- PAINT AND PAINT BUCKETS OVER 3% FULL

ALL ITEMS LISTED ARE AS DEFINED BY STATE/FEDERAL LAW AND RULE.

#### ACCEPTABLE WASTE

- MUNICIPAL HOUSEHOLD WASTE (MSW)
- CONSTRUCTION AND DEMOLITION WASTE (C&D)
- BULKY WASTE
- BRUSH AND WOOD WASTE
- WHOLE TIRES (WILL BE CHARGED PER TIRE)
- SOIL
- ROCK
- CONCRETE WITH REBAR CUT FLUSH (PLEASE NOTIFY SCALE OPERATOR OF THE SIZE OF CONCRETE INCLUDED)

**EXHIBIT B**  
**RATE SCHEDULE**

**Rate:** \$ per ton

**Minimum:** 2 tons per load

**Terms:**

Customer shall pay the rates (“Charges”) as set forth in this Exhibit B, which may be modified as provided in this Exhibit. Company reserves the right to modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees, surcharges or prices of fuel. The Company may also increase the charges, not more than once in any 12-month period, by either an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase or 5%, whichever is greater. Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer’s billing address specified at the top of the Agreement. Company shall not be required to bill Customer using Customer’s or any third party billing portal or program. In no event shall the use by Company of Customer’s or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company’s payment address on Customer’s invoice. Payment by any other method or channel, including in person, online or by phone, shall be as allowed by Company. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any amounts owed hereunder, including liquidated damages.

**Annual Increase:**

The annual increase, as set forth in the terms above shall take place on **February 1, 2023** and, thereafter every **February 1**. The parties agree that the annual CPI-WST increase shall not limit the Company's other price increase rights set forth in the Agreement.

**Hours of Operation:**

Raptor hours of operations are Monday thru Friday: 7:00AM to 6:00PM, Saturday: 7:00AM to 12:00 PM. Raptor will notify Customer with as much notice as possible if a short-term adjustment in the hours of operation is required due to inclement weather conditions or other factors impacting transfer station operations.

## **EXHIBIT C**

### **FACILITY RULES**

- Payment is due at time of disposal unless terms are set forth in EXHIBIT B
- Safety first!
- Obey all posted signage and Raptor staff instructions
- All loads are subject to inspection
- All vehicles must stop at scale house for instruction
- All vehicles must yield to operating machinery and pedestrians
- Raptor reserves the right to reject any load
- Except for emergencies, the use of cell phones is prohibited while at the facility
- No smoking
- All individuals not involved in unloading must remain inside the vehicle
- Individuals under the age of 14 years must remain inside the vehicle
- All pets must remain inside the vehicle
- Customers must stay within five feet of their vehicle/trailer while onsite
- Riding on the outside of the vehicle/trailer while onsite is prohibited
- Alcoholic beverages and illegal drugs are strictly prohibited
- Brandishing or discharging weapons of any type is not permitted
- All customers that exit their vehicle are required to wear high-visibility vest, hard hat, and closed toed shoes