

MASTER TRANSPORTATION SERVICES AGREEMENT EQT –

and

EQ - THE ENVIRONMENTAL QUALITY COMPANY

THIS TRANSPORTATION SERVICES AGREEMENT, is made and entered into on _____, 2008 by and between **EQ - The Environmental Quality Company** and all affiliates (“Customer”), a Michigan corporation with address at 36255 Michigan Avenue, Wayne, Michigan 48184 and _____, (“Transporter”) with address at _____, a corporation in the State of Michigan.

WITNESSETH,

WHEREAS, Customer, in the ordinary course of business, requires various WASTE MATERIALS to be transported between points in the United States and/or between points in the United States and Canada; and/or between points in the United States; and

WHEREAS, Transporter is willing and desirous of transporting waste materials on behalf of Customer by means of motor vehicle and is willing and desirous of providing service that meets Customer’s distinct needs;

WHEREAS, Customer desires to acquire the transportation services of a qualified Transporter to transport Waste Materials from a specified location and to a specified location;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.**

Waste Materials refers to (a) solid, liquid, semi-solid or contained gaseous materials which may have certain physical, chemical, biological or hazardous constituents, characteristics, and properties and (b) containers or packages holding waste material(s).

Waste Materials Transportation Services refers to transporting of Waste Materials, including all acts required to be performed by Transporter to fulfill its obligations under this Agreement.

2. Waste Materials Transportation Services. Transporter agrees that it will deliver, pursuant to the terms of this Agreement, the Waste Materials set forth in manifest(s) or other similar document(s) from time to time to designated locations.

EQ - The Environmental Quality Company • Master Transportation Services Agreement EQT – 2002700

The electronic version of this document is the controlled version. Each user is responsible for ensuring that any document being used is the current version.

Transporter agrees to transport the Waste Materials in a manner that is lawful and which will not create a risk of harm to public health and the environment. Transporter agrees to provide the services and equipment necessary to transport the Waste Materials in accordance with this Agreement. Transporter warrants that it has all federal, state and local permits and licenses required to perform the work contracted for herein.

Transporter agrees to furnish all motor vehicles, equipment, and services necessary to perform the Waste Materials Transportation Services required. Such motor vehicles and equipment shall be properly maintained by Transporter, in compliance with federal, state, and local laws and regulations.

Transporter agrees to furnish all personnel necessary to perform the Waste Materials Transportation Services required. Transporter has exclusive control and direction of the personnel engaged in providing transportation services. Transporter assumes full and exclusive responsibility for the payment of all premiums, contributions, and payroll taxes required by federal, state or local laws or regulations as to all personnel engaged in the performance of the services rendered hereunder and shall comply with all applicable federal, state, and local laws and regulations.

3. Transportation Agreement Period. The term of the Agreement will commence on the commencement date indicated above and continue until the end of the 12th month anniversary. Unless written notice of non-renewal is delivered, the Agreement will automatically renew for additional successive one-year terms.

4. Blanket Purchase Orders for Transportation Services. Each EQ company specific Blanket Purchase Order issued under this agreement shall be governed by this agreement.

5. Compensation. Customer agrees to pay Transporter for services performed, in accordance with Exhibit A, Standard Fee Schedule.

In addition, Customer and Transporter agree to the following terms for "tank heals." If the tank trailer is determined not to be RCRA empty at the time of delivery of load, Customer shall determine after notification by the Transporter what measures can be taken and where to remove the heal. Unless another load is tendered by Customer at the time of heal removal at original origin of shipment, Customer shall accept a mileage charge per mile to the place of heal removal. If heal after removal is returned to generator or other TSDF, normal transportation charges will apply.

6. Payment. Transporter's invoices shall be submitted to Customer for payment within 30 days of the date of service and terms are net cash, payable within 45 days from Customer's satisfactory receipt of invoices. Invoices shall be sent directly to EQ Accounts Payable at 36255 Michigan Ave., Wayne, MI 48184. Transporter's invoice(s) shall show the applicable EQ Blanket Purchase Order number. Invoices received without a valid EQ blanket purchase order number shall be returned to the Transporter unpaid.

Transporter shall accompany all invoices with copies of completed and executed documents relating to all Waste Materials transported for the period covered by the invoice. These documents shall include manifests, trip tickets, shipping papers, and any other documents required by applicable federal, state and local laws, rules, regulations, permits and licenses.

7. Claims. Customer shall file claims for loss and damage, overcharge, or duplicate payment shall be filed with the Transporter. Transporter shall acknowledge receipt of such claim to Customer within 15 days after receipt. Transporter shall pay, decline, or make firm compromise settlement offer in writing to Customer within 60 days after receipt of the claim. Otherwise, Customer shall have the right to offset the amount of the claim from charges, which are otherwise due the Transporter.

8. Delivery of Services. Transporter shall perform the Services in accordance with the schedules set forth with the Customer's Logistics Department staff.

Upon the occurrence of an event causing a delay in the performance of the Services, the Transporter shall promptly notify Customer of the delay; what actions will be taken to minimize delay; state the anticipated length of the delay and the effect on the performance of the transportation services.

If the delay was caused by a failure of the Transporter (or any subcontractor thereof) to perform the services with the skill and judgment required, the Transporter shall bear the costs required to regain the schedule or costs resulting from suffering the delay. Otherwise, the parties hereto shall negotiate in good faith to address the increased costs of such delay or unforeseen circumstance.

If Customer does not promptly receive the notification described above, the Transporter shall bear any increase in costs arising out of the delay or unforeseen circumstance caused by this Transporter.

9. **Force Majeure.** Neither party shall be liable for failure to perform any of its obligations under this agreement during any period in which a party can not perform due to matters beyond their control, including, but not limited to fire, flood, or other natural disaster, war embargo, strike, or riot provided the party so delayed immediately notifies the other party of such delay. If Transporter's performance is delayed for these reasons, Customer may terminate the work by giving the Transporter notice. The work shall terminate upon receipt of such notice.

10. **Confidentiality: Non-Disclosure**

Proprietary Information. Transporter and Customer agree not to use or disclose any information which the other party has advised them that it considers to be confidential, proprietary or trade secret, including financial, business and technical information and future plans. Each party agrees that in the event that it tours or gains access to the other's site(s), it shall hold in confidence anything that it observes, or any notes or reports it may prepare in connection therewith.

Survival of Obligations. The obligations of this Section shall survive the termination or cancellation of this agreement. The obligations of confidentiality do not apply to information that (i) is or becomes part of the public domain, (ii) is lawfully in the possession of the party at the time the information was acquired hereunder, or (iii) is required to be disclosed under law.

11. **Insurance.** The Transporter shall maintain insurance coverage in the forms and in at least the amounts specified below during the term of this Agreement and until two (2) years after the completion of the Services to be performed hereunder:

Workman's Compensation	Statutory Limits
Employers Liability	
Each Accident	\$1,000,000
Disease - Ea. Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000
Commercial General Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Products/Completed OP Aggregate	\$2,000,000
Personal Injury and Advertising	\$2,000,000
Automobile Liability	
Combined Single Limit - Ea. Accident	\$2,000,000
Pollution Liability	
Each Occurrence	\$1,000,000

Transporter's Commercial General Liability and Automobile Liability policies shall name EQ Holdings, Inc. and its affiliated companies Attn: Purchasing Dept. 36255 Michigan Avenue, Wayne, MI 48184 as

additional insured. All policies are primary and non-contributory. A Waiver of Subrogation applies on all of the policies in favor of EQ Holdings, Inc and Affiliated Companies. The above insurance limits are minimum requirements and do not constitute limits on the Transporter's liability. Companies shall write all insurances with an AM Best rating of "A" or higher. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or the Transporter and EQ have received reduction.

In addition to the insurance requirements, Transporter shall not commence work under this agreement until certified copies of required insurance has been submitted and accepted by EQ - The Environmental Quality Company and affiliated companies. EQ's acceptance of insurance submitted by the Transporter does not relieve or decrease in any manner the liability of the Transporter for performance of services under this agreement.

Transporter shall include all subcontractors, independent contractors, and agents as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage's furnished for subcontractors shall be subject to the requirements stated herein.

12. **Dispute Resolution.** The parties agree to conduct good-faith negotiations over disputes relating to this Agreement, and during the course of those negotiations the Transporter shall continue to perform those Services, which are not in dispute.

13. **Indemnification.**

General Indemnity. Transporter shall indemnify, defend, and hold Customer harmless, including affiliated or related companies, and all of their respective present or future officers, directors, shareholders, employees and agents from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including, but not limited to, reasonable costs of defense, settlement, and reasonable attorneys' fees) (collectively, the "Losses"), which may be asserted against any or all of them by any person or any governmental agency, or which any or all of them may hereafter suffer, incur, be responsible for or pay out, as a result of or in connection with bodily injuries (including, but not limited to, death, sickness, disease and emotional or mental distress) to any person (including Transporter's employees), damage (including, but not limited to, loss of use) to any property (public or private), or any requirements to conduct or incur expense for investigative, removal or remedial expenses in connection with contamination of or adverse effects on the environment, or any violation or alleged violation of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or arising out of (i) Transporter's breach of any term or provision of this agreement, or (iii) any willful or negligent act or omission of the indemnifying party, or its employees or agents in connection with the performance of this agreement. Notwithstanding the above, the Customer shall not be liable for any special or consequential damages sustained by the Transporter.

Survival of Obligations. These obligations shall survive termination or cancellation of this agreement.

14. **Termination.** Customer may terminate this agreement in whole or in part from time to time at any time by notice to the Transporter. Customer shall terminate this agreement immediately, if, at any time the Transporter fails to maintain any license, permit, or approval required to allow the lawful transportation of the Waste Materials. Upon such termination, the Transporter agrees to waive any claims for damages, including loss of anticipated profits. Upon receipt of any such notice, the Transporter shall discontinue services on the indicated date; place no further orders or agreement with subcontractors for material, equipment, services, or facilities, except as may be necessary for the completion of such portion of the Services as is not discontinued, if any, and promptly make every reasonable effort to procure cancellation upon terms satisfactory to Customer of all orders and subcontracts.

Upon termination, the Transporter shall be entitled to be paid the full price of all properly completed services, in accordance with Section 10.

15. **Professional Standards.** The Transporter is providing professional services to Customer, and in accordance therewith, the Transporter represents to Customer that:

Transporter is experienced in and thoroughly familiar with all aspects of the Waste Materials Transportation Services required and is properly qualified as applicable and is equipped, organized, and financially able to perform the services; Transporter is experienced in and thoroughly familiar with the type of problems and hazards typically encountered in conducting the cited services; Transporter will perform all services in a timely, professional and workmanlike manner consistent with the level of care and skill ordinarily exercised by members of the profession; and Transporter will perform all services safely and shall comply with all applicable federal, state and local laws, ordinances, and regulations.

16. **Independent Transporters.** It is expressly understood that the Transporter is an independent agent and that neither Transporter nor its employees or subcontractors are agents, employees or representatives of Customer. Customer shall not be held as a party to any subcontract entered into by the Transporter to perform the Services. The Transporter shall have sole responsibility and control in implementing the Services, and shall be liable for the acts and omissions of its subcontractors. Transporter agrees that the Services shall be subject to inspection and acceptance by the Customer.

17. **Shipping Documents.** Customer or Customer's agent shall be responsible for preparing and delivering to the Transporter shipping, papers, or waste characterization profile, or manifests, which may be required for lawful transfer of Waste Materials. Transporter shall comply with all requirements imposed upon it by such federal, state, or local statutes, ordinances, orders, rules, or regulations.

18. **Retention of Records.** The Transporter shall maintain records relating to the services performed for a period of 6 years after completion of the Services. Records include any documents generated by or furnished to the Transporter under this Agreement, as well as any manifests, shipping papers, or other similar materials provided to the Transporter or any subcontractor. In addition, Transporter shall maintain service logs, hourly logs, vehicle inspection and maintenance reports or other records required by law or regulation of the U.S. Department of Transportation.

19. **Marking and Placarding.** The Transporter shall supply all placards as required by the Department of Transportation or Environmental Protection Agency laws. All Waste Materials transported by the Transporter shall be properly classified, described, packaged, marked, labeled, and in proper condition for transportation.

20. **Loading and Off-Loading.** Transporter shall have sufficient equipment and personnel for loading and off-loading within a reasonable time after notification from Customer. Transporter shall supervise and inspect the loading in compliance with all local, state, and federal laws and shall hold Customer harmless from any and all claims as a result of loading Transporter's vehicle in violation of said laws.

21. **Site Selection.** Customer shall secure the site to which Transporter shall transport waste materials for Customer.

22. **Non-Delivery of Waste Materials.** Transporter shall not be required to retain possession of the waste material prior to delivery at a designated transfer, storage, or disposal facility for more than 10 days, or as may be otherwise designated by law. Should the material be refused or delivery cannot be made to the transfer, storage, or disposal facility designated by Customer, Transporter shall contact Customer for further instructions. The charges on such refused or undelivered shipments shall be based on the same rate(s) which apply from the initial point of origin to the point at which the shipment was refused or undelivered.

23. **Notices Received by Transporter.** The Transporter shall immediately notify Customer of receipt of any citation, notice or other writing by or from any governmental authority or any third party relating to the waste material and/or the condition thereof not being in compliance with any applicable law.

24. **Transportation-Related Releases.** A transportation-related release includes a release, accidental spill or discharge (or threat of same) of a hazardous material (as such term is defined under

any federal, state or local law) during transportation, or storage incident to transportation if the stored substance is moving under active shipping papers and has not reached the ultimate consignee.

25. **Emergency Release Notification.** In the event of a transportation-related release of hazardous materials, the Transporter shall satisfy the immediate D.O.T.'s discharge reporting requirements as well as notification of local police and fire departments, and Customer.

26. **Release Resolution Responsibility.** The Transporter shall bear responsibility for treatment, containment of the release and its clean up in accordance with governing rules and regulations.

27. **Training Requirements.** Transporter and/or his subcontractors shall furnish current certification and/or other documentation for Transporter/subcontractor personnel as required by Customer as proof of having received the below described training:

28. **Subcontracting & Assignment.** Neither this agreement nor any obligations or rights hereunder may be assigned or subcontracted by either party without the prior consent of the other, except that EQ may assign or subcontract to related companies, with Transporter notice. In the event EQ gives its consent and Transporter does subcontract any services under this agreement, Transporter must require its subcontractor to be bound by the same obligations undertaken by Transporter in this Agreement, including but not limited to the insurance requirements set forth in Section 11 and indemnification requirements set forth in Section 13.

29. **29 CFR 1910.120 for Hazardous Waste Operations:** The required amount of training shall be governed by the type of site where the services are performed. For an uncontrolled site, as defined per 29 CFR 1910.120.

(40) hours of training will be required. Otherwise, twenty-four (24) hours of training will be required of all personnel as described above.

D.O.T.: Hazardous Materials Transportation training described in D.O.T. regulations (General Awareness Training, Hazardous Material Shipping Training, Hazardous Waste Transport Training, Truck Driving Training, and Chemical Safety Training (including Emergency Response, Spill Control and Personal Protective Equipment Training).

All personnel, as described in this Section, shall hold a commercial drivers license.

Other Applicable Training: All personnel, as described above in this Section, shall become familiar with Customer's health and safety plan for each controlled site; controlled as defined per 29 CFR 1910.120, and uncontrolled site. Otherwise, the Transporter shall provide a health and safety plan for its Services.

30. **Subcontracting and Assignment.** Neither this agreement nor any obligations or rights hereunder may be assigned or subcontracted by either party without the prior consent of the other, except that the Customer may assign or subcontract to related companies, with Transporter notice.

31. **Miscellaneous**

Governing Law. This agreement is governed by, and shall be construed in accordance with, the laws of the governing state applied to agreements executed and performed wholly within such state.

Successors. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, permitted successors and assigns.

Separability. In the event that any term or condition of this agreement is held invalid or unenforceable, the other terms and conditions of this agreement shall not be rendered invalid thereby and shall remain valid and enforceable to the fullest extent permitted by law.

Trading Partner. The purpose of this agreement is to create an obligation between the parties using e-commerce and it ensures that:

(a) Use of any electronic equivalent of documents (transactions) referenced or exchanged under this agreement shall be deemed an acceptable practice in the ordinary course of business.

(b) Such transactions shall be admissible as evidence on the same basis as customary paper documents

32. **Notice.** Any notice required or permit to be given shall be in writing and shall be deemed to have been sufficiently given when sent if sent a mail or courier services with written confirmation of receipt to the address of the respective party set forth below:

If to Customer: EQ – The Environmental Quality Company
Attn: _____
(address)
(phone)
(fax)
(e-mail address)

If to Transporter: _____
Attn: _____
EPA ID # _____
I.C. # _____
M.P.S.C. # _____
(address)
(phone)
(fax)
(e-mail address)

33. **Entire Agreement: Modification.** This agreement represents the entire agreement between the parties hereto relating to Waste Materials Transportation Services and supersedes any and all prior agreements between the parties. No terms, prior course of dealing, or understandings purporting to modify this agreement shall be in effect. In no event, shall any other terms found on any Transporter document be considered a modification of this agreement, even if such documents are signed by both parties.

34. **Separability.** If any portion of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect any other portion of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year set forth above.

_____ (“Transporter”)

EQ - The Environmental Quality Co.

(Print Name of Authorized Representative)

Signature

(Title)

(Date)

Signature

(Title)

(Date)

Exhibit A
Standard Fee Schedule

<u>Service</u>	<u>Rate</u>	<u>U of M</u>
Dedicated Truck & Operator Straight Time	_____	Hour
Dedicated Truck & Operators Premium Time	_____	Hour
Demurrage	_____	Hour
Liners	_____	Each

Such rates may be adjusted from time to time by mutual agreement between the parties, prior to services rendered. Other fees are subject to individual quotes against this Master Transportation Services Agreement.

The standard fee schedule is hereby made a part of and incorporated into this Master Transportation Services Agreement between the Customer and the Transporter dated February 12, 2001. All transportation services performed pursuant to this Standard Fee Schedule shall be performed in accordance with and shall be governed by the terms and conditions of said Master Transportation Services Agreement.