HERITAGE - CRYSTAL CLEAN

WORK ORDER #: 00-00PR7BL CUSTOMER ID: 133571

SERVICE REQUEST ID : 320410

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800-424-9300 EMERGENCY #: DATE: March 7, 2024 8:9:55

JAMES WATT

CRYSTAL CLEAN REPRESENTATIVE:

CUSTOMER/SHIPPER HOFFMAN ESTATES PARK DISTRICT

2352 HASSELL ROAD

HOFFMAN ESTATES,IL 60169

CONTACT NAME: BRAD HANSEN (847)285-5470

GEN.STATUS:VSQG FEDERAL EPA ID #: STATE EPA ID #: COMMENTS:

DESTINATION

1585 HIGH POINT DRIVE ELGIN, IL 60123-9303

PHONE NUMBER: (847)783-0496

CARRIER: HERITAGE-CRYSTAL CLEAN, LLC

EPA ID #: ILR000130062

PHONE NUMBER: (847)836-5670

BILL OF LADING

197 gallons NON-DOT REGULATED USED OIL/OILY WATER,

SUMMARY OF CHARGES

PRODUCT	DESCRIPTION	QTY	PRICE	TOTAL	INTERVAL	CONTAINER	CNT	WS_NBR
306C	USED OIL PICKUP - CHARGE	197	0.00	0.00	24 Week		197	10-54
Interval: 2	24 Week							
312	CLOR-D-TECT TEST	1	0.00	0.00	48 Week		1	
Interval: 48 Week								
310 Interval: C	TRIP FEE - USED OIL SERVICE One Time	1	0.00	0.00	One Time		1	

PAYMENTS: \$0.00 CHARGES: \$0.00 TAX : \$0.00

-----Generator Certification-----

THIS FORM IS DEEMED PART OF THE SERVICE AGREEMENT (AGREEMENT) BETWEEN CRYSTAL CLEAN, LLC (CC) AND THE IDENTIFIED GENERATOR AND ALL TERMS, CONDITIONS AND CERTIFICATIONS CONTAINED IN THAT AGREEMENT ARE DEEMED A PART OF THIS FORM. GENERATOR UNDERSTANDS THAT CC WILL RELY UPON THE ACCURACY OF THE INFORMATION SUBMITTED BELOW TO MANAGE THE GENERATOR'S MATERIAL IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

EPA Reporting Status : Very Small Quantity Generator (VSQG)

The Generator certifies that it qualifies as a Very Small Quantity Generator (40 CFR 262.14, including state counterparts) because it generates less than 100 kg/220 lbs. of hazardous waste including the characteristic wastes (D code) or listed non-acute wastes (F, K, and U codes), and less than one kg (or 2.2 lbs.) of acute listed hazardous waste (P codes) in a calendar month. The Generator also certifies that it accumulates no



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more than 1000 kg/2200 lbs. of characteristic waste, non-acute F, K or U-listed hazardous waste, and no more than one kg of P-listed acute hazardous waste on-site at any one time during a calendar month. The Generator will immediately inform CC if it accumulates more than 1,000 kg of characteristic waste, F, K, or U-listed non-acute hazardous waste, or more than one kg of P-listed acute hazardous waste on-site at any time during a calendar month.

Generator agrees to immediately notify CC of any facts that would result in a change to the truth, accuracy or completeness of the above Certification or any prior Certifications of the Generator. This Certification supersedes all prior Certifications on the waste material described herein. The person signing this Certification has knowledge of the Generator's facilities, administrative practices and operational procedures (or has directed the completion of such review by others) and based on such review, has the authority to make this true, accurate and complete Certification.

SERVICE AGREEMENT

- 1. Customer grants HCC, its employees and agents reasonable access to Customer's premises to perform the services under this Agreement and to perform such on site and other testing as it may deem appropriate; provided that HCC shall, however, have no responsibility for testing any materials and/or product and shall have the option of returning any materials or products, which in the sole discretion of HCC do not conform to the terms and conditions and certifications in this Agreement. HCC Shall have the right, in its sole discretion, to resell, manage, treat, handle and/or dispose of any materials or products it takes possession of.
- 2. Customer agrees to indemnify, and defend HCC, including its directors, officers, employees, contractors. and agents, from and against all claims, demands, actions, lawsuits, penalties, fines, damages, losses, expenses and other liabilities of whatever nature, including clean-up, investigation, and monitoring costs, indirect, incidental, special, and consequential damages and lost profits (and reasonable attorney's and consultants' tees) arising out of or caused by (a) Customer's violation or alleged violation of any environmental law relating to the protection of human health or the environment (including air, water, soil and natural resources) or the use, storage, handing, release or disposal of any hazardous substances (as defined at 42 U.S.C. section 9601 (14)), including without limitation, RCRA, 42 U.S.C. section 6901 et seg, Superfund, 42 U.S.C. section 9601 et seg., and their state counterparts; (b) Customer's breach of any certification or other term of this Agreement; (c) Customer s negligent acts or omissions; or (d) the commingling of a third party's materials with Customer's materials which are in breach of this Agreement. Without limitation, this indemnity shall include and HCC shall bill Customer for all emergency and other remedial services performed by HCC or its contractors, the rates for which are provided at HCC's website www.crystal-clean.com/cleaning_ratesheet, subjected to its terms. Customer acknowledges that an indemnity claim hereunder will cause HCC to incur administrative and operational costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, an additional ten percent (10%) of third party charges and inventory loss shall be paid by Customer and such additional charges, represent a fair and reasonable estimate of the actual cost that HCC will incur by reason of the indemnity claim. Notwithstanding this indemnity, HCC reserves the right to pursue any and all additional remedies available under federal, state and local laws relating to HCC's services rendered on behalf of Customer hereunder.
- 3. IN NO EVENT SHALL HCC BE RESPONSIBLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF A PARTY HERETO HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.4. Any work order is deemed part of this Service Agreement. None of the covenants, terms or conditions of this Agreement, to be kept and performed by either party, shall in any manner be altered,

waived, modified, changed or abandoned, except by written instrument duty signed and delivered by the other party. If any term or provision of this Agreement shad to any extent be held invalid or unenforceable, then such provisions shall be deemed modified to the extent and in the manner necessary to render it valid and enforceable, or if the provision cannot be so modified,

it shall be deemed stricken from this Agreement and the remaining terms and provisions of this Agreement shall not be affected thereby. Each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. The party signing this Agreement on behalf of the Customer is duly authorized. This Agreement constitutes the valid and legal o bligation of the Customer, enforceable in accordance with its terms and does not violate any other agreement.

bligation of the Customer, enforceable in accordance with its terms and does not violate any other agreement, oral or written, of the Customer. Customer represents and warrants that it is and will remain in full compliance with all requirements of applicable laws, regulations and orders relating to the

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waste materials specified herein. Customer has not been advised or encouraged by HCC to breach or fail to fulfill any of its contracts or obligations.

to provide services hereunder in accordance with the Third Party Offer.

5. HCC shall provide the services described in the reverse side herein, subject to the other terms and conditions hereof. The term of this Agreement shall be for a period of one (1) year from the date hereof, which period shall be automatically extended for periods of one (1) year from the date of each service hereunder; subject to (a) written notice of termination by Customer which would be effective as of the end of the then current one (1) year period or (b) termination by HCC at any time in the event of Customer's breach of this Agreement. Unit price is subject to change by HCC at the time of each service, in its sole discretion, based on crude oil market pricing.

6. Customer hereby certifies that (a) the material tendered to HCC shall meet the definition of "used oil" as

defined at 40 CFR 279.1, and shall meet the "used oil specifications" defined at 40 CFR 279, and (b) the material tendered to HCC as used oil shall not have been mixed with any materials regulated under the Toxic Substances Control Act (TSCA), including but not limited to polychlorinated biphenyls (PCBs). HCC reserves the right to account for bottoms, sediment, and water when determining quality and quantity of used oil collected, which determination shall govern said issues.

7. In the event Customer receives a good faith (written) offer for used oil collection services from a third party ("Third Party Offer") and as a result thereof wishes to terminate this Agreement in accordance with its terms, Customer shall notify HCC of the Third Party Offer and its terms ("Notice") and HCC shall have 60 days from receipt of the Notice to match the terms of the Third Party Offer, in which case this Agreement shall remain in full force and effect and HCC shall continue

CUSTOMER SIGNATURE

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