

## Acceptance Letter

Dear,

By this letter, Vestige Environmental, Inc. is offering to Accept

Price per ton is \$40,000 plus 4.6% Environmental Lab Fees. You will pay for trucking to our Seattle plant. Vestige will treat the material for hydrocarbons and dispose of it as clean fill. Vestige has the capability to treat material meeting the criteria set forth in condition 1. This agreement covers up to \_\_\_\_\_ tons of material ONLY. Acceptance of material is dependent upon the following terms and conditions.

1. Vestige will only accept material that meets The following criteria: Petroleum and Tetrachloroethylene Contaminated Soils:

Diesel: Not to exceed 180,000 ppm

Gasoline: Not to exceed 20,000 ppm

Moisture content: **NO FREE WATER**

NO debris

RCRA Metals

Lead: 220 ppm

Nickel 1,850 ppm

Zinc 570 ppm

Arsenic 20 ppm

Copper 550 ppm

Cadmium 36 ppm

Chromium 135 ppm

Barium 1,320 ppm

Selenium 0.8 ppm

Mercury 9 ppm

**PH between 2 and 12.5**

In order to demonstrate that the material meets the above criteria, your company must complete the **Certification Form**. The **Certification Form** must be completed and returned to [Debbie@vestigeenvironmental.com](mailto:Debbie@vestigeenvironmental.com) before Vestige will consider accepting the material.

2. Vestige will review the **Certification Form** and determine whether it will accept material. Driver will return to you ONE copy of the **Material Load Form** signed by Vestige. Or arrangements can be made to mail copies of Material load forms to your company.
3. Your company must schedule delivery of material during normal business hours. We're open Monday-Friday 7:30AM-4PM. Trucks entering site must have load covered. After the material is delivered to plant, tires, trailer litches and truck beds must be conditioned to prevent any residual material from spreading throughout the plant. Speed limit is 7.5 mph

4. Vestige has the right to test the material at your company's expense.

5. Vestige may reject or delay delivery of material if: (a) Vestige's facility is not in operation; (b) Vestige does not have further storage capacity for material; (c) the material does not meet any of the criteria described in Conditions 1. Vestige is not responsible for any costs associated with any such rejection or delay.

6. If Vestige rejects or delays delivery as described in Condition 5, Vestige will notify your company and require your company to arrange for immediate removal of the material. If your company has not removed the material within 3 days after rejection, Vestige reserves the right to transport the material to an alternate disposal site or return the material to your site and charge your company for all associated costs and damages. If the material is a dangerous waste and your company has not arranged for appropriate disposal within 3 days, Vestige will sign the manifest for the sole purpose of transporting the material off-site.

7. Title to material that does not meet the criteria in condition 1 will remain with your company. Title to materials meeting the criteria in Conditions 1 will pass to Vestige only upon successful treatment of such conforming material.

8. All payments are due on or before time of delivery, unless special terms are agreed upon.

9. Your company shall fully indemnify Vestige as described in full on the Certification Form.

10. The term of this agreement is effective from the date of authorization and expires on the \_\_\_\_\_

Signature on behalf of Vestige Environmental, Inc.

Randy B. Perkins/Owner Date

On behalf of Generator,

Company Name

(Signature)

Date

(Title)

Email address: \_\_\_\_\_