



Material Profile 4920 Hwy 421 N. (P.O. Box 221) Wilmington, NC 28402	Approval Number: _____ Material Name: _____ For Assistance, Contact Technical Services at 800.610.6757
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Section A. Generator Information

Generator Name: _____	Billing Contact: _____
Generator EPA ID #: _____	Billing Name: _____
Pick-Up Address: _____	Billing Address: _____
_____	_____
Technical Contact: _____	Billing Phone #: _____
Tech Phone #: _____	Billing Fax #: _____
Tech Fax #: _____	Billing Email: _____
Tech Email: _____	Mailing Address: _____
24hr Phone #: _____	_____

Section B. Material Description & D.O.T Information

Process Generating Material: _____ Is this a Universal Waste? Yes No

Is the material off-specification or discarded commercial product(s)? Yes No If yes, are SDS available? Yes No

Is the material a hazardous waste as defined by RCRA (40 CFR 261)? Yes No If yes, which codes apply: _____

Is the material / wastewater subject to a CWA Categorical Pretreatment Standard (40 CFR 400-471)? Yes No If so, _____

Shipping Information: Quantity _____ Gallons Cu. Yds. Tons Drums Other _____ Every: Yr. Qrtr. Mo. Wk. Once

UN / NA #: _____

Haz Class: _____ PG #: _____ RQ #: _____ ERG #: _____ Secondary Label(s): _____

Non-Hazardous Non-Regulated Material _____

Section C. Characterization

Generator Knowledge TCLP Totals Other Analytical Are Laboratory Results Attached? Yes No

<u>Chemical Composition</u>		<u>Physical State at 70°F</u>		<u>Flash Point</u>	
_____ to _____ %		# of Layers _____		<input type="checkbox"/> <100°F	
_____ to _____ %		<input type="checkbox"/> Free Liquid _____ %	Color(s) _____	<input type="checkbox"/> 101-139 °F	
_____ to _____ %		<input type="checkbox"/> Solid/Sludge _____ %		<input type="checkbox"/> 140-199 °F	
_____ to _____ %		<input type="checkbox"/> Pumpable _____ %	Odor(s) _____	<input type="checkbox"/> >200 °F	
_____ to _____ %		<input type="checkbox"/> Pourable _____ %		<input type="checkbox"/> _____	
_____ to _____ %		<input type="checkbox"/> Monolithic _____ %			
Totals _____ to _____ %					

<u>Analytes</u>		<u>pH:</u>	<u>Density</u>	<u>BTU/lb.</u>
Ammonia _____ ppm	Oil & Grease _____ ppm	<input type="checkbox"/> 0-2	<input type="checkbox"/> <8.00	<input type="checkbox"/> <5000
BOD _____ ppm	PCBs _____ ppm	<input type="checkbox"/> 2.01-7	<input type="checkbox"/> 8.01-8.34	<input type="checkbox"/> 5001-9999
Chlorides _____ ppm	Phenols _____ ppm	<input type="checkbox"/> 7.01-10.0	<input type="checkbox"/> 8.35-8.99	<input type="checkbox"/> 10K-14,999
COD _____ ppm	Phosphorus _____ ppm	<input type="checkbox"/> 10.01-12.49	<input type="checkbox"/> 9.00-11.0	<input type="checkbox"/> 15K-19,999
Cyanides _____ ppm	Sulfides _____ ppm	<input type="checkbox"/> >12.50	<input type="checkbox"/> >11.01	<input type="checkbox"/> >20K
Fluorides _____ ppm	Total Solids _____ ppm	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Halogens _____ ppm	TSS _____ ppm			

<input type="checkbox"/> Aluminum _____ ppm	<input type="checkbox"/> Chromium _____ ppm	<input type="checkbox"/> Mercury _____ ppm	<input type="checkbox"/> Tin _____ ppm
<input type="checkbox"/> Antimony _____ ppm	<input type="checkbox"/> Cobalt _____ ppm	<input type="checkbox"/> Molybdenum _____ ppm	<input type="checkbox"/> Titanium _____ ppm
<input type="checkbox"/> Arsenic _____ ppm	<input type="checkbox"/> Copper _____ ppm	<input type="checkbox"/> Nickel _____ ppm	<input type="checkbox"/> Vanadium _____ ppm
<input type="checkbox"/> Barium _____ ppm	<input type="checkbox"/> Iron _____ ppm	<input type="checkbox"/> Selenium _____ ppm	<input type="checkbox"/> Zinc _____ ppm
<input type="checkbox"/> Cadmium _____ ppm	<input type="checkbox"/> Lead _____ ppm	<input type="checkbox"/> Silver _____ ppm	

<input type="checkbox"/> Bis (2-ethylhexyl) phthalate _____ ppm	<input type="checkbox"/> Carbazole _____ ppm	<input type="checkbox"/> n-Decane _____ ppm
<input type="checkbox"/> 2,4,6-Trichlorophenol _____ ppm	<input type="checkbox"/> o-Cresol _____ ppm	<input type="checkbox"/> p-Cresol _____ ppm
<input type="checkbox"/> n-Octadecane _____ ppm	<input type="checkbox"/> Fluoranthene _____ ppm	

-Over-

Section D: Safety Data

Incompatibilities? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="checkbox"/> Infectious	<input type="checkbox"/> Explosive	<input type="checkbox"/> Pesticide/Herbicide	<input type="checkbox"/> PCB	<input type="checkbox"/> Dioxin	<input type="checkbox"/> UHC
<input type="checkbox"/> Electroplating	<input type="checkbox"/> Septage	<input type="checkbox"/> Cylinder	<input type="checkbox"/> Lab Pack	<input type="checkbox"/> Asbestos (Friable)	<input type="checkbox"/> Asbestos (Non-Friable)
<input type="checkbox"/> Radioactive	<input type="checkbox"/> DWW	<input type="checkbox"/> Shock Sensitive	<input type="checkbox"/> Pyrophoric	<input type="checkbox"/> Dust Nuisance	<input type="checkbox"/> Inhalation Hazard
<input type="checkbox"/> Bond & Ground	<input type="checkbox"/> Any Other Pertinent Information: _____				

I hereby certify that the material described above is Non-Hazardous, Non-Radioactive, Non-Etiological and Non-Infectious. I further certify that all information submitted in this and any attached document is complete and accurate and that all known or suspected hazards have been disclosed. I further certify that the materials tested are representative of all materials described by the profile. I understand that knowingly or willingly falsifying or omitting any information concerning this waste may subject me to legal action by SR&R and/or any concerned regulatory agency as well as associated additional fees and costs to properly repackage, handle, and dispose of the waste in a proper manner. In addition, I authorize SR&R Environmental, Incorporated to make corrections to this profile form, such that corrections being consistent with the results of sample characterization, and/or regulatory requirements. I understand that a corrected copy will be sent to me. This form and all pertinent documentation shall be kept on site at SR&R's facility with copies provided to the generator.

Print	Sign	Date
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SR&R Only	SR&R Only Approval:
Treatment Methodology: _____ _____	Approved By: _____
H&S Concerns: _____	Date: _____
Additional Comments: _____	H&S Viewed: _____
	Date: _____
	2 nd Viewed: _____
	Date: _____

THIS WASTE DISPOSAL AGREEMENT (the "Agreement") is made and entered into as of the day of _____, 20____, by and between SR&R Environmental, Inc. ("SR&R") and the Customer described above (the "Customer" and/or "The Generator", collectively hereinafter "Customer"). Each of SR&R and the Customer may be referred to herein individually as "Party" and collectively as the "Parties."

1. **The Waste.** The Parties acknowledge that Customer has engaged SR&R to collect, manifest and dispose of oil, chemicals, wastewaters, or other hazardous or non-hazardous product or materials for which Customer is, directly or indirectly, responsible (the "Product"), and that Customer seeks to engage the services of SR&R in packaging, handling, transportation, and disposal of the Product, and, as may be applicable, providing other services related to handling the Product.
2. **Customer Compliance with Applicable Laws.** Customer shall be responsible for complying with all applicable local, state, and federal laws and regulations, of any kind whatsoever, related in any way to the Product. Without limitation of the above, Customer expressly acknowledges that it retains responsibility for making all notifications to appropriate local, state, or federal authorities regarding the Product, as required by any applicable law. By providing the services set forth in this Agreement, SR&R does not assume Customer's responsibility for, or otherwise assume any obligation to ensure Customer's compliance with, any applicable local, state, or federal laws or regulations, of any kind whatsoever, related in any way to the Product.
3. **Customer Appointment of SR&R with Limited Power of Attorney.** With respect to the Product and/or the services described in this Agreement, Customer hereby irrevocably appoints SR&R as its attorney-in-fact (granting SR&R limited power of attorney Customer acknowledges and agrees that AT ALL TIMES, Customer is the "Generator" of the Product and is responsible for making any required "Waste Determination." If Customer fails timely to make a Waste Determination, or any person determines that Customer's Waste Determination provided to SR&R is inaccurate or incomplete, then pursuant to the foregoing power of attorney, Customer acknowledges and agrees that SR&R may revise, refile or otherwise resubmit any documentation required under federal or state law – executing such documents on Customer's behalf.
4. **Customer Provision of Information and Access.** Customer shall timely provide to SR&R true and accurate information regarding the Product, as and when requested by SR&R. Customer shall grant SR&R unrestricted access to the Product site. Customer shall not interfere with SR&R's provision of services pursuant to this Agreement and shall ensure that no third party interferes with SR&R's provision services pursuant to this Agreement. The generator of the material described in this waste profile sheet, by signature below of its duly authorized representative, hereby represents and warrants that to the best of its knowledge, the information contained herein, together with all attached documents is true, accurate and complete in all respects, that no omissions of compositions or properties exist and that all known or suspected hazards has been disclosed.
5. **Services Provided by SR&R.** As soon as is practicable after Customer's provision of sufficient true and accurate information regarding the Product, SR&R shall engage in reasonable efforts to: recover, package, label, manifest, treat, stabilize, solidify, transport, and/or dispose of, as necessary, of the waste or material in question, and other waste in accordance with all local, state, and federal regulations.
6. **Packaging-** Any and all packaged materials being accepted for treatment, recycling, or disposal shall be in a DOT and/or EPA approved container. Packages found to be unsuitable will be repackaged or overpacked at additional cost to the Customer.
7. **Disposal Discretion.** SR&R will perform the correct and proper means of handling, treatment, disposal, and/or recycling in accordance with all local, state, and Federal regulations, but it remains the Customer's responsibility to ensure adequate and appropriate handling. If additional costs are associated with Customer's preferred method of handling or disposal, or their selection of Treatment, Storage, and Disposal Facilities, then Customer agrees that they will pay these additional fees in their entirety.

8. Waste Identification and Rejection. Customer understands and warrants that material characterization, identification, and profiling is the sole and exclusive responsibility of Customer and that any and all relevant Safety Data Sheets (called "SDS"), Analytical, and/or Waste Profiles have been completed and submitted to SR&R. Customer further warrants that all information contained therein adequately and correctly describes the Product as it exists in its current form. Customer understands that if at any time the waste is found to contain constituents, properties, or concentrations inconsistent with the information provided herein ("Deviation") any such Deviation from the provided analytical, SDS, or Waste Profile may result in significant handling, transportation, and disposal charges. Customer acknowledges and agrees that it is under a continuing duty to inform SR&R if it becomes aware of any Deviation. Any such Deviation and increase in cost is the sole and complete responsibility of the Customer and SR&R reserves the right to reject and return any such product to the Customer's site. The costs for any handling, materials, equipment, and/ or labor to reject and return the load to the Customer is also the responsibility of the Customer. Should the material be found to be "Hazardous" in accordance with EPA's Resource Conservation and Recovery Act, thereby necessitating "Hazardous" disposal methodology not previously agreed upon by both parties, then SR&R will reject the Product. Customer acknowledges that a "Hazardous Waste Manifest" must then be generated and signed by the Customer for shipment from SR&R property. Pursuant to the Limited Power of Attorney mentioned above, if Customer does not or cannot sign this manifest within 72 hours, then SR&R, its agents or assigns, will sign on behalf of the Customer and return the Product to either the Customer property or to a permitted Treatment, Storage, and Disposal Facility

a. If at any time the waste is found to contain Deviation from the information provided herein, title to such waste shall not pass to SR&R and in addition to a Rejection of the non-conforming waste, I understand that I (as identified in Section Number 1 (Generator Information) shall be liable for all direct, indirect, and consequential damages incurred by SR&R. I understand, acknowledge and agree that SR&R reserves the right, in its sole discretion, to utilize the processes within applicable (local, state or federal) environmental standards alternate to the process code provided by me to process the waste listed on this Waste Material Characterization Form.

9. Fees. Customer shall be liable to SR&R, without exception, for all costs, fees, and expenses associated with SR&R's provision of services related to the Product, whether incurred directly or indirectly.

a. Rates. SR&R shall provide the services contemplated hereunder according to its current schedule of rates, fees, and costs. Any change in the final disposition method for the Product (e.g. solidification instead of wastewater treatment) shall change the cost structure.

b. Payment Due. Payment is due at time of service, until credit has been established. After that, Standard Terms are Net Fifteen unless otherwise mutually agreed in writing by the Parties.

c. Customer's Obligation Not Limited. Customer expressly acknowledges that its obligation to pay SR&R for all costs, fees, and expenses incurred related to the Product is unconditional, and, without limitation of the above, is not contingent upon or limited by any insurance company payment or coverage or any reimbursement of any kind. No Assumption of Liability. By engaging in the services provided herein, Customer acknowledges that SR&R shall assume no liability whatsoever related to the Product. All liability related in any way to the Product, under any applicable law, specifically including "Generator Status" remains with Customer, and any other appropriate party.

11. Indemnification. The Customer, its successors and assigns, shall defend, indemnify and hold harmless SR&R, its successors and assigns, from and against all liabilities, obligations, claims, damages, penalties, fines, or causes of action related in any way to or arising from the Product, SR&R's provision of services, or this Agreement. Such indemnification includes, without limitation, reasonable attorneys' fees and expenses.

12. No Warranties or Representations. Customer expressly acknowledges that SR&R has made no promises, predictions, representations, or warranties with respect to the services to be provided hereunder.

13. Miscellaneous.

(a) Binding Agreement/Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and to their respective heirs, personal representatives, successors, and permitted assigns. A Party may not assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement may not be clarified, modified, changed, or amended, except in writing, signed by each of the Parties.

(b) Integration and Merger. This Agreement constitutes a single, integrated agreement expressing the entire agreement of the Parties relative to the specific subjects contained herein. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party hereto in connection with the execution of this Agreement, except as specifically set forth in this Agreement. All prior discussions and negotiations relating to the specific matters herein have been and are merged and integrated into, and are superseded by, this Agreement.

(c) Interpretation. The Section headings appearing in this Agreement have been inserted for the purpose of convenience only and shall not affect any construction or interpretation of this Agreement. References to Sections herein, unless otherwise indicated, are references to Sections of this Agreement. The terms "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import. Words (including defined terms) in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "herewith" and "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise specified.

(d) Voluntary Execution. The Parties enter into this Agreement voluntarily, having had the opportunity for review by counsel of their choice, and of their own accord, and represent and warrant that they are under no duress or coercion in entering to this Agreement. The Parties further represent and warrant that they have reviewed the Agreement and agree in all respects to its terms.

(e) Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

(f) Authority. The undersigned represent and warrant that they have full authority and capacity to bind themselves or the Party on whose behalf they are signing to fully undertake any and all releases and promises set forth in this Agreement and that no other person or entity need execute this Agreement in order to make the same effective and binding on the Parties.

(g) Governing Law. Any dispute or litigation arising out of this Agreement shall occur, if at all, in the General Courts of Justice, New Hanover County, North Carolina. This Agreement shall be governed by North Carolina law, exempting all conflict of laws provisions thereof.

(h) Attorneys' Fees. If legal proceedings are brought by a Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover all expenses – including, but not limited to, reasonable attorneys' fees, legal expenses, and reasonable costs of collection – paid or incurred by such prevailing Party in seeking to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first written above.

SR&R ENVIRONMENTAL, INC.

By:

Title:

Printed Name:

CUSTOMER:

By:

Title:

Printed Name: