



NORTHWEST CASCADE INC.

POST OFFICE BOX 73399, PUYALLUP, WASHINGTON 98373 / TOLL FREE 800-562-4442

HAZARDOUS MATERIAL INDEMNIFICATION AGREEMENT

In consideration for the delivery of soil, gravel, sand, or similar material ("the material") to the facility owned and operated by Northwest Cascade, Inc. ("NWC"), the undersigned agrees to enter into and be bound by this Indemnification Agreement. The undersigned also acknowledges he/she has read and understands the attached Imported Soil Material Policy. The attached Policy is hereby incorporated into this Agreement. In the event of any conflicts between the Policy and this Agreement, this Agreement shall control.

The material will be delivered to NWC's Canyon Rim Estates pit facility ("facility"), located at 7200 60th Ave Ct E, Puyallup, WA 98373. Prior to delivery of the material, the undersigned agrees to perform required testing of the material, and agrees to indemnify and hold NWC harmless from all costs and liabilities associated with any part of the material that is now or hereafter defined by federal or State law as radioactive, dangerous, hazardous, toxic, or extremely hazardous ("Environmentally Hazardous" ("EH")).

The following information describes the source of the material being to NWC's facility:

Project Name: _____

Project Location: _____

Property Owner: _____

Material Description and Quantity: _____

The undersigned warrants that the material has been tested and found to be free of EH contaminants. The test results are attached hereto. Passing test results shall not be held to relieve the undersigned of any liability under this Agreement should the material delivered later be determined to contain EH contaminants requiring remedial action.

In the event any part of the material is found to contain EH contaminants, NWC will, to the extent practicable and at the undersigned's sole expense, segregate the EH contaminants and advise the undersigned of the improper delivery. Upon notice from NWC, the undersigned will immediately accept and collect the EH contaminated material and remove such material from NWC's facility for disposal at an approved disposal site. The cost of testing, removal, transport, cleanup, and disposal of EH contaminated material will be at the undersigned's sole expense.

In the event the undersigned fails to accept and collect the EH contaminated material within 24 hours of notification from NWC, NWC may transport and dispose of the contaminated material. Any costs and expenses whatsoever incurred by NWC relating to the testing, cleanup, removal, and disposal of EH contaminated material delivered to NWC's facility by the undersigned will be reimbursed at the undersigned's sole expense. These costs include but are not limited to fuel, labor, insurance, dump fees, and overhead.

In any suit or proceeding to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the prevailing party in such action or proceeding will be entitled to collect all costs (including expert witness fees and the cost of any testing) and reasonable attorney's fees from the opposing party.

This Indemnification Agreement is dated this ____ day of _____ 20__.

Sign Name

Title

Print Name

Company