



**805 - 80th St. S.W., Everett, Washington 98203
(425) 337-2700 ** FAX (425) 514-5913**

Clean Soil Acceptance Agreement

Before Pacific Topsoils, Inc. (“PTI”) can accept any material for deposit on property owned or leased by PTI, this Agreement must be executed. **PTI requires an owner or officer of your firm (the Company) execute this Agreement.**

By signing this Agreement, the signature certifies that all material delivered to PTI is clean soil (as defined in WAC 173-350), free of contaminants that exceed cleanup levels, and does not contain radioactive wastes, dangerous or extremely hazardous wastes (as defined by WAC 173-340), petroleum or it’s by-products, soil removed as part of any clean-up action (“problem waste”), demolition waste, wood waste, any other solid waste.

PTI reserves the rights to inspect, sample, and/or require the Company to sample any and all material before accepting the material. This right does not relieve the Company of its responsibility to tender only clean soil as defined in the preceding paragraph. Any material that is not clean soil will be rejected. Removal and disposal of the rejected material is the sole responsibility of the Company. If, after acceptance, the material is discovered not to be clean soil, PTI will notify the Company. If requested, the Company must remove the material within 24 hours of notification.

The Company agrees to defend, indemnify, and hold PTI harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties, and all costs of defense relative thereto, including any breach of the Company’s obligation to deliver only clean soil.

Signature: _____
Print Name: _____
Title: _____
Company: _____
Address: _____
City, State & Zip: _____
Phone: _____
Date: _____