

## Linn Havelick

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**From:** White, Diane K [white.diane@cleanharbors.com]  
**Sent:** Thursday, May 10, 2007 1:24 PM  
**To:** Maki Iatridis; Linn Havelick  
**Cc:** Tim Sweitzer  
**Subject:** FW: Colorado School of Mines- Colorado School of Mines Research Institute (CSMRI) remediation project

Maki

To answer your questions/concerns -

Clean Harbors Colorado will indemnify under the Colorado contract we would set in place.

Clean Harbors' legal department understands your concerns re: having to dig up and remove, however, they are saying we will need to keep the wording from Michael McDonald's original indemnification language.

Please let me know how you would like to proceed. Perhaps we should meet in person at the beginning of next week to discuss in full.

Diane

Diane White, Account Manager  
Clean Harbors Environmental Services  
Colorado, New Mexico, Arizona  
work/cell: 303-263-0663  
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From: Maki Iatridis  
Sent: Friday, May 04, 2007 1:21 PM  
To: 'White, Diane K'; Linn Havelick  
Cc: Tim Sweitzer  
Subject: RE: Colorado School of Mines- Colorado School of Mines Research Institute (CSMRI) remediation project

Thanks, Diane.

When it says "Clean Harbors" will indemnify, which entity is it referring to? The Colorado entity, the parent corporation, or both? The School would like both to indemnify.

In addition, the School asks that the last clause that begins with "to the extent caused by ..." be deleted and replaced with the following language: ", including but not limited to removal of the waste disposed of by Customer to another disposal facility."

Please let me know if this will work.

Thanks,  
Maki

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From: White, Diane K [mailto:white.diane@cleanharbors.com]  
Sent: Friday, May 04, 2007 12:06 PM  
To: Maki Iatridis; Linn Havelick  
Cc: Tim Sweitzer  
Subject: FW: Colorado School of Mines- Colorado School of Mines Research Institute (CSMRI) remediation project

Gentlemen,

Please find our standard indemnification language below.

Also - Tim - can you send me a copy of the analytical. I need to justify the price and may be able to tweak it a little depending how the profile looks.

Thanks,  
Diane

Diane:

Below please find our standard indemnity language:

Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement

Thanks

Michael R. McDonald

Tel: 781-792-5136 - Fax: 781-792-5901

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