e•Scrap Nebraska
Shocking Facts. Smart Ideas. Brighter Future.
a program of WasteCap Nebraska

2011 Grant Contract

On this _____ day of _____, 2011, WasteCap Nebraska and _____ , ("Sponsor") enter into this Grant Contract.

A. Recitations.

1. Wherefore, WasteCap Nebraska has received grant funding from the Nebraska Environmental Trust to develop an E-scrap recycling program, including the administration of a small grant program which will allow small communities with the opportunity to host an e-scrap collection event for recycling.

2. Wherefore, Sponsor submitted an application to WasteCap Nebraska for an E-scrap recycling grant on _____.

B. Award - WasteCap Nebraska has approved Sponsor for an E-scrap grant in the amount of _____ to be awarded to Sponsor by WasteCap Nebraska upon execution of all obligations outlined in this Grant Contract.

C. Choice of Recycler - Sponsor agrees to utilize only the approved recyclers that meet WasteCap's minimum performance standards. A current list of approved recyclers is attached to this Grant Contract as Addendum N. Sponsor understands and agrees that WasteCap Nebraska is not responsible for any actions or inactions of the chosen recycler.

D. Contract - It is the responsibility of the Sponsor to negotiate and finalize a contract between the Sponsor and the chosen recycler to coordinate collection and payment details. WasteCap Nebraska will provide a contract for between WasteCap, Sponsor, and Contractor. Sponsor agrees and understands that any changes made to the contract must be approved by WasteCap Nebraska. Sponsor further agrees and understands that WasteCap is not responsible for any defects or ambiguities in the contract. WasteCap encourages Sponsor to have its own attorney review the contract. Sponsor agrees and understands that it has been given adequate time to have its attorney review this Grant Contract as well as the Contractor Agreement contract.

E. Collection Fees

1. Sponsor agrees to host a collection event in a manner which allows <u>participants</u> to recycle the following at no cost:
   a. 1 computer monitor *or* television and
   b. all peripheral equipment.

2. Sponsor further agrees to charge participants a rate of $5.00 to $10.00 per unit (depending on size) for any additional monitors, other CRTs and televisions. Participant fees will be collected by the Sponsor at the time of collection. Any monies collected or fees incurred by Sponsor shall be paid directly to the chosen recycler. Any changes must be approved by WasteCap Nebraska.

3. ***Sponsor is solely responsible for paying all fees and charges over and above the amount funded by the grant award. These fees may be collected from the participants or paid out of Sponsor's own funds. WasteCap Nebraska will not fund "free" events.***

4. Under no circumstances will WasteCap Nebraska be responsible for any fees or costs in excess of the Grant amount listed in Paragraph B above.

F. Reporting

1. The Sponsor must provide WasteCap Nebraska with a final report, due 30 days after the collection date. This report must include:

   a. Number of cars/participants and whether they are households or businesses;
   b. Total number of volunteers, total hours spent planning and total hours spent at event;
   c. Sources of Advertising- name, type of advertising, approximate value if donated; and
   d. Pictures of event.

2. Sponsor must submit properly documented statements of costs for which grant funds are sought. Proper documentation shall be considered to be invoices and/or receipts containing the name and address of the vendor, an itemized list of services and/or goods, costs of the services and/or goods, and the date(s) of service or delivery.

3. After WasteCap Nebraska receives the statements and reports specified in this section, WasteCap Nebraska will reimburse the Sponsor for the submitted costs in an amount not to exceed the amount of the Grant listed in Paragraph B above.

G. Indemnification and Hold Harmless –

1. Sponsor agrees to indemnify, hold harmless and defend WasteCap Nebraska, and their officers, directors, agents, volunteers, and employees from any and all claims, demands, damages, losses, costs, expenses or liability due to, or incidental to, either in whole or in part, and whether directly or indirectly, to the design, operations, implementation, assistance, success, or failure of the collection event .

2. Sponsor also agrees to indemnify, hold harmless and defend WasteCap Nebraska and any of their officers, directors, agents, volunteers, and employees from any and all claims of damages, including death, bodily injury, property damage, or any other losses arising out of, in connection with, or in any way associated with the performance of the obligations, warranties, and/or provisions in this Grant Contract or the collection event.

H. Termination of Contract

1. The Sponsor understands and agrees that failure to comply with any of the terms of this Grant Contract may result in termination of the Grant Contract and/or a demand for repayment of any grant funds previously paid to Sponsor by WasteCap Nebraska.

2. WasteCap Nebraska may terminate this contract at any time before the collection date if it reasonably believes that the Sponsor has failed to comply with any of the terms of this Grant Contract.

I. Amendments - This is a complete agreement and both Sponsor and WasteCap Nebraska represent that there are no oral terms to this Grant Contract. Any amendments to this Grant Contract must be in writing and approved by WasteCap Nebraska.

J. Choice of Law and Forum – This Grant Contract is subject to Nebraska law and any disputes or claims arising out of this Grant Contract must be filed in the District Court of Lancaster County, Nebraska.

WasteCap Nebraska	**Sponsor**
By: _____	By: _____
Printed Name: Julie Diegel	Printed Name: _____
Title: Project Coordinator	Title: _____
Date: _____	Date: _____
	_____ Federal Tax Identification Number – OR – _____ Social Security Number