Contractor Agreement

On this _____ day of _____, 2011, _____, ("Collection Event Organizer") and _____ , ("Contractor") enter into this Contractor Agreement for the collection of and recycling of electronic equipment and/or e-waste.

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, WasteCap Nebraska has awarded Collection Event Organizer one of these grants to host an e-scrap Collection Event on _____, 2011. Time: _____ to _____

3. For purposes of this Contractor Agreement, "Electronic Equipment" shall include, but is not limited to, televisions, monitors, CRTs, CPUs, computer terminals, central processing units, laptop computers, main frame computers, keyboards, mice, speakers, printers, scanners, power cables/connectors, power supply units, printed circuit boards, computer cards, VCRs, stereos, speakers, radios, telephones (all types), copiers, and fax machines.

4. For purposes of this Contractor Agreement, "Recycling" means the separation and deposit of materials at appropriate domestic (United States and Canada) recycling facilities in accordance with all Federal, State and Local regulations. Recycling does not mean depositing the Electronic Equipment in a landfill. Recycling also does not mean burning or incineration.

5. Collection Event Organizer and Contract understand and agree that if this Contract is altered in any manner, it must be approved by WasteCap Nebraska.

B. Obligations

1. The Collection Event Organizer agrees to host the Collection Event by providing a location for the Collection Event, marketing for the Collection Event, collecting any payments, and providing adequate volunteers to assist with the Collection Event.

2. The Collection Event Organizer agrees to make every reasonable effort to monitor business or household generators for contamination.

3. The Collection Event Organizer agrees to limit the Collection Event to one day only and to no more than 6 hours in duration. Hours of the Collection Event are to be set by the Collection Event Organizer.

3. The Contractor agrees to collect Electronic Equipment at the Collection Event from local businesses and households.

4. The Contractor agrees to either Refurbish or Recycle all of the Electronic Equipment collected at the Collection Event.

5. If the Contractor chooses to Refurbish any of the Electronic Equipment collected at the Collection Event, Contractor shall transport said Electronic Equipment off of the collection site on the same day

of the Collection Event. Contractor shall be responsible for the storage and handling arrangements associated with Contractor's choice to Refurbish any Electronic Equipment.

C. Effective Dates

1. This Contractor Agreement is effective for only the following Collection Event(s): _____

2. This Contractor Agreement binds Contractor, Collection Event Organizer and WasteCap Nebraska for one (1) year after the execution of this Contractor Agreement (the "Contract Period").

3, WasteCap Nebraska may elect to extend the Contract Period for two (2) additional one-year periods at the sole discretion of WasteCap Nebraska.

D. Transfer of Ownership

1. Upon collection and receipt of the Electronic Equipment, title and ownership of all Electronic Equipment transfers directly from the individual or business transferring said Electronic Equipment to the Contractor.

2. At no time and under no circumstance does the Electronic Equipment become the property or responsibility of the Collection Event Organizer or WasteCap Nebraska.

E. Funds Collected - All monies paid for the Collection Event shall be collected by Collection Event Organizer and be paid directly to Contractor for recycling services and related fees.

F. Conduct of Collection Event

1. Contractor shall not maintain outdoor piles of dismantled electronic equipment or parts, unless secondary containment is provided to prevent dust or runoff to drains.

2. Contractor shall supply for each event:
   a. Scale for weighing equipment,
   b. Gaylord boxes,
   c. Pallets,
   d. Stretch wrap,
   e. Trucks for transport as needed by estimated volume, and
   f. Staffing as needed by estimated volume.

G. Insurance - Contractor must provide WasteCap Nebraska and Collection Event Organizer with certificates of insurance for general liability, automobile liability, and workers compensation no later than seven (7) days before the Collection Event.

H. Event Accounting and Reporting Requirements

1. Contractor shall record the quantity of Electronic Equipment collected and any associated fees per the Usage Report (see H.4.), and report these amounts to the Collection Event Organizers and WasteCap Nebraska within two (2) days immediately following the Collection Event.

2. No later than seven (7) days prior to the Collection Event, Contractor shall provide WasteCap Nebraska with a list indicating where the Electronic Equipment will go for reuse, de-manufacturing, recycling or disposal. The list shall include all designated facilities that are involved in the handling and processing of the Electronic Equipment. The list shall further include each sub-contractor, broker, recycler processor and transporter used in fulfilling Contractor's obligations under this Contractor Agreement.

3. Contractor shall document any materials that cannot be recycled and that are disposed per Usage Reports (H-4).

4. **Yearly Usage Reports –** On the 31st day of August each year, Contractor shall provide WasteCap Nebraska with a usage report summarizing the services and/or history of each Collection Event for the previous contract year. The Usage Report must include the location of each Collection Event, a description of the Electronic Equipment collected at each Collection Event, a total quantity of Electronic Equipment collected at each Collection Event (in amount or pounds) and the total dollars billed per Collection Event.

I. **Employer/Employment Relationship** - This agreement shall not create an employer-employee relationship; and the Contractor, Contractor's employees and any person acting on behalf of the Contractor shall be deemed an independent contractor during the entire term of the Contractor Agreement.

J. Termination - In the event that Contractor disposes of any Electronic Equipment collected or acquired at a Collection Event in a manner not consistent with the desires of WasteCap Nebraska or in conflict with the terms of this Contractor Agreement, WasteCap Nebraska may immediately terminate this Contractor Agreement.

K. Breach and Damages- In the event that Contractor disposes of any Electronic Equipment collected or acquired at a Collection Event in a manner not consistent with the desires of WasteCap Nebraska or in conflict with the terms of this Contractor Agreement, such act shall be considered a breach of this Contractor Agreement and, under such scenario, WasteCap Nebraska has the option of pursuing Contractor for a reimbursement of the total amount remitted to Contractor.

L. Confidentiality - The Contractor agrees to maintain the confidentiality of all documents collected or processed during the term of this Contractor Agreement.

M. Pricing – The Contractor, the Collection Event Organizer and WasteCap Nebraska agree that *participants* will be allowed to recycle one (1) computer monitor or television and all peripheral equipment for free. Additional items at the rates listed in the schedule below. Fees shall be paid directly to the Contractor by Collection Event Organizer.

ITEM	DESCRIPTION		QUANTITIES	PRICE
1	MONITORS and other CRTs		each	$ 5.00 /UNIT
2	TELEVISIONS	Less than 25 inch		$ 10.00 /UNIT
		25 inch and greater		$ 25.00 /UNIT
3	OTHER ELECTRONIC EQUIPMENT/ Peripherals			$ FREE /LB.
	Defined as computer terminals, central processing units, laptop computers, main frame computers, power cables/connectors, power supply units, printed circuit boards and computer cards, printers, scanners, keyboards, mice, VCR, stereos, radios, telephones (all types), copiers, fax machines.			

IMPORTANT: Contractor will charge Collection Event Organizer according to fee schedule found on WasteCap Nebraska Web site. Contractor may charge an additional mobilization fee for events outside their stated service area.

N. Compliance with Federal, State, and Local Law - Contractor represents and warranties that it meets all Federal, State and Local guidelines applicable to the hauling, processing, and recycling of Electronic Equipment. Contractor further represents and warranties that it does currently possess and will possess on the date of the collection event(s) all permits, licenses and requirements applicable to the hauling, processing and recycling of Electronic Equipment.

O. Indemnification and Hold Harmless - Contractor agrees to indemnify, hold harmless and defend Collection Event Organizer and WasteCap Nebraska and any of their officers, agents, volunteers, directors, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contractor Agreement.

P. Amendments - This is a complete agreement and the Parties represent that there are no oral terms to this Contractor Agreement. Any amendments to this Contractor Agreement must be in writing and approved by Contractor, Collection Event Organizer, and WasteCap Nebraska.

Q. Choice of Law and Forum – The Contractor, the Collection Event Organizer and WasteCap Nebraska agree that this Contractor Agreement is subject to Nebraska law and any disputes or claims arising out of this Contract Agreement must be filed in the District Court of Lancaster County, Nebraska.

R. Signatures

Contractor

_____
Printed Name

_____ _____
Signature Date

_____
Title

WasteCap Nebraska

Julie Diegel
Printed Name

_____ _____
Signature Date

Project Coordinator
Title

Collection Event Organizer

_____
Printed Name

_____ _____
Signature Date

_____
Title