



AGREEMENT FOR ELECTRONICS COLLECTION AND RECYCLING

THIS AGREEMENT FOR ELECTRONICS COLLECTION AND RECYCLING (this "Agreement") is made and entered into as of _____, by and between the _____ and COM2 Recycling Solutions, an Illinois limited liability company ("COM2").

RECITALS

WHEREAS, _____ is a Municipality in _____ County, WI; and

WHEREAS, COM2 is an Illinois limited liability company engaged in the collection and processing of electronic waste; and

WHEREAS, _____ coordinates a collection and processing program from its member communities for electronic wastes designated as collector of covered electronic device products ("CEDs") under the Wisconsin E-Waste Law, statutes codified at WIS. STAT. §§ 287.17(1)-(11). (The "Wisconsin E-Waste Law"); and

WHEREAS, _____ has contracted with COM2 annually to collect, accept, transport, and recycle CEDs and for similar services under the Wisconsin E-Waste Law; and

WHEREAS, _____ and COM2 desire to enter into an agreement regarding the scope of residential electronics equipment collection and processing from designated collection locations, performed by COM2 for _____ and the residents of its Member Communities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

1. Definitions

1.1 As used in this Agreement, the following terms, whether capitalized or not, shall have the meaning set forth below.

"Accepted Items" means covered electronic devices delivered by member community residents to a Permanent Site located on _____

"Law" means statutes codified at WIS. STAT. §§ 287.17(1)-(11). seq., as may be amended from time to time.

"CEDs" means covered electronics devices from residents as defined in the Law and set forth on Schedule 1, which may be amended from time to time in accordance with the Law.

"Collection Services" means, collectively, the permanent site collection services.

"Containers" means a semi-trailer truck trailer and/or box truck.



"DNR" means the Department of Natural Resources.

"Member Community" or "Members" means, individually or collectively residents of the town or village.

"Permanent Site" means one of the locations for collection of accepted Items from residents that shall be available on a scheduled basis, which _____ may amend from time to time.

"Promotional Materials" means a listing on _____'s website, an e-list distribution, or such other form of promotion as _____ or its Member Communities elects to utilize in the promotion of the Collection Services provided under this Agreement.

"Term" shall have the meaning ascribed in Section 4.

2. Responsibilities of COM2

2.1 Except as otherwise specified herein, COM2 shall furnish personnel, labor, equipment, and vehicles necessary for loading. Which also includes the collection, packaging, transportation, and recycling of CEDs from residents of _____ Member Communities.

2.2 COM2 shall register with the DNR as a recycler and collector as defined in the Law.

2.3 COM2 shall recycle, or cause to be recycled, all CEDs delivered by residents of Member Communities to be transported to and recycled at a facility licensed and permitted to lawfully receive the material in accordance with applicable federal, state, and local law. COM2 shall not be responsible for wear and tear of collection site of CEDs.

2.4 COM2 shall provide detailed weight reports by material category and by collection in accordance with reporting requirements of the Law.

2.5 COM2 shall provide _____ with a certificate of recycling for Items collected by COM2.

2.6 COM2 shall not charge any fees to the municipality or residents for any services provided under this agreement at any time during the term of this agreement.

3. Responsibilities of _____

3.1 _____ shall be the primary contact for COM2 throughout the contract term.

3.2 _____ shall register with the DNR as a Collector (as defined in the Law) and provide information to the DNR, as may be required by the Law. _____ shall maintain such registration in conformance with the Law and any applicable regulations. If the DNR compliance is not met, this Agreement will be considered void.

3.3 _____ shall coordinate with Member Community staff to identify sufficient space for COM2 to perform the collection, packaging, and loading of Accepted items at sites.



3.4 _____ shall coordinate with Member Community staff regarding posting of the list of Accepted Items and participation limits in accordance with the Law.

3.5 _____ shall be responsible for communicating any changes in collection practices or Accepted items to the Member Communities.

4. **Term of the Agreement**

4.1 The initial term of this Agreement shall commence on _____ and end on _____, unless terminated earlier in accordance with this Agreement or extended in writing by mutual agreement of the parties.

4.2 The Agreement may be automatically annually renewed or otherwise amended by mutual agreement of the parties.

5. **Indemnification**

5.1 _____ shall indemnify, defend and hold harmless COM2 and the Members, and its respective officials, employees, agents, representatives and attorneys, in both their official and individual capacities (collectively, the "Indemnitees"), from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees (including attorneys' fees and court costs) and costs which may be asserted against an Indemnitee in consequence of entering into this Agreement or which may result from or arise out of any action or omission of COM2, its officers, employees, agents or subcontractors under this Agreement.

6. **Notice**

6.1 Unless otherwise specified, any notices or communications required to be given to or served upon _____ - or COM2 shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier; (iii) personal delivery with receipt acknowledged in writing; or (iv) electronic delivery to the email address specified below. Either party shall have the right to change from time to time its mailing address or email address.

7. **Miscellaneous**

7.1 COM2 represents and warrants that it is fully licensed under federal, state, and local law and regulations to collect, transport, store, and recycle Accepted items. It further represents and warrants that it will perform the services to be provided under this Agreement in full conformity with all applicable federal, state, and local law and regulations.

7.2 COM2 shall not assign this Agreement or any part thereof without the prior written consent of _____.

7.3 This Agreement and any questions concerning its validity, construction, or performance shall be governed by the laws of the State of Wisconsin.



7.4 COM2 shall act as an independent contractor. All personnel used by COM2 shall be employees of COM2. COM2 will pay all wages and appropriate expenses of said personnel, as well as employer's Federal, State and Social Security taxes, Federal and State Employment taxes and any other required personnel taxes.

7.5 _____'s failure to act with respect to a breach by COM2 does not waive _____'s right to act with respect to subsequent or similar breaches. The failure of _____ to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

7.6 The provisions of this agreement shall survive the voluntary or involuntary termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above.

COM2 RECYCLING SOLUTIONS

By:

By: _____

Title:

Title: _____

Date: _____

Date: _____