

American Retroworks Inc. / Good Point Recycling

**Electronics Recycling and Asset Recovery
TURN – KEY EVENT AGREEMENT**

Host Municipality / Business / Charity Name:

WHEREAS American Retroworks Inc. is a professional repair and recycling facility handling all types of electronic equipment from consumers and businesses, with a valid EPA ID number and permission from the State of Vermont to conduct electronics asset recovery at our facility at 87 Exchange Street, Middlebury, Vermont; and

WHEREAS, _____ (The Host) is a recognized entity with authority to advertise recycling opportunities to consumers and businesses, and authority to designate an official collection site for a 1 day collection event, and authority to manage all necessary and appropriate traffic safety and volunteer staffing necessary to hold an electronics recycling event; and

WHEREAS, The community and the environment is served by offering a convenient electronics recovery Collection Event which generates jobs and materials for reuse and donation as well as recycling;

THEREFORE, American Retroworks and The Host agree to hold a one-day collection event on the following date(s) at the following location(s):

Date: _____ Location: _____
From __:__ AM/PM to __:__ AM/PM

American Retroworks Inc. and The Host reasonably expect a volume of material based between ½ pound per resident and 2 pounds per resident, based on advertising and allowing for bad weather. It is understood that any more than that shall be termed an “Extraordinary Participation event” and American Retroworks Inc. and The Host agree to negotiate changes in standards and responsibilities identified below (e.g. volunteers may be asked to help unload cars, hours of the event may be extended, additional vehicle trips may be made, etc.).

Individual rights and responsibilities of each party are agreed to below. It is understood by each party that this is a good faith business agreement rather than a formal legal contract, and cannot be used or interpreted to waive any statutory rights or responsibility of either party according to Vermont laws.

1) General Purpose of Agreement, Collection Event Description:

The purpose and intent of this agreement is to provide a service to consumers or businesses in the community who wish to donate or recycle their electronics assets, such as TVs and monitors (banned from disposal in Vermont), computers and peripherals, power tools, sewing machines, electric and electronic devices NOT to include freon containing devices (air conditioners, refrigerators) or other devices.

PUBLIC NOTICE/ADVERTISING: The Host will provide direct mail, newspaper advertising, radio and other media to promote the Collection Event.

SIGNAGE: The Host will make up signs and provide traffic cones directing participants at the event

TRUCKS: American Retroworks Inc will provide a straight trucks for each event day

FEES: American Retroworks Inc. and The Host staff will meet and greet each participant, count the items they are bringing to the event, and give instructions to the laborers who shall unload the donated items from the consumers vehicle. The participant will be given a receipt to show the cashier.

Fees \$10 each and every item, OR
\$ 5 per computer or portion thereof, or any item under 20 lbs.
\$10 per TV or miscellaneous electronic item over 20 lbs.
\$__ for items over 50 lbs (console TVs, copiers, laser printers, etc.)

American Retroworks Inc. seeks to earn .18 per pound for processing, in addition to a flat fee for attending and holding this event. \$600 Event Flat Fee, including the flat fee of \$600 paid by the host. The higher the attendance, the lower the effective per pound cost will be.

SURVEYS: No opinion surveys or research are to be done while participants are in line at the event. Minimum information such as home zip code may be requested.

PACKAGING: American Retroworks/The Host will provide pallets and gaylord boxes, as well as shrink-wrap for loading material onto the truck

LABOR American Retroworks Inc. will provide necessary staff for receiving, unloading, and fee collection; The Host will provide staff for safety monitoring, traffic, coordination, etc.

In General, both The Host and American Retroworks Inc. promise in this agreement to provide its utmost level of attention and all best efforts to ensure that the Collection Event is a success, diverting material for repair, reuse and recycling, providing friendly and helpful service to residents, maintaining the safety and health of workers, volunteers and participants, and collecting information necessary to improve the efficiency and practicality of future Collection Events.

2) Rights and Responsibilities of American Retroworks, Inc.

American Retroworks Inc. agrees to provide staff and trucking at the site by 9 AM/PM and stay at the site until the event is concluded as agreed with the Host. American Retroworks Inc. will accept all electronic devices, working and non-working, brought by participants to the event, will provide necessary sorting, stacking, and intermediate storage, record-keeping, manifests, and any other paperwork required by state, local or federal authorities as a condition of holding this type of electronics recycling event. American Retroworks agrees to charge residents a fee for every unit delivered at the event for recycling, to offset recycling and transportation costs. American Retroworks Inc. agrees to provide trained staff capable of safely lifting, carrying, and handling these assets and any appropriate individual components thereof for technical review and eventual repair, reuse, or recycling, and shall meet mandatory workers compensation and all other employer responsibility for its staff and contractors at the event. American Retroworks Inc. shall solely bear all costs and revenues from the transportation, handling, recycling and disposal of all material accepted by American Retroworks Inc. at the event.

As compensation, American Retroworks Inc. shall retain all fees collected and all asset and material accepted by American Retroworks at the event shall become the property and responsibility of American Retroworks Inc. American Retroworks Inc. shall not knowingly accept liquid mercury, pesticides, oil, or other items for which it is not permitted to handle, but shall notify the appropriate Board of Health or environmental officials in the event that any such material is discovered, and shall follow all instructions as required.

American Retroworks Inc. will provide 1 straight truck to receive and transport material brought by participants to the Event. In the event that participation and volume exceeds the projected estimates of American Retroworks and The Host, and an additional vehicle trip is necessary, American Retroworks shall tarp and weather-protect assets at the site to be picked up when the original vehicles are unloaded, not more than 24 hours after the close of the event.

American Retroworks Inc. shall NOT be responsible for removing any items abandoned at the site without payment, including any items left before or after the official start and close of the event. American Retroworks will not accept any freon-containing items.

3) Rights and Responsibilities of The Host:

The Host agrees to plan and coordinate the event and make all necessary communications to ensure that the Event is:

- a) well advertised via periodicals, print media, radio, community postings, direct mail, etc. in the community, including a prominent statement of the drop-off fees expected (see FEES);
- b) approved by local, state and federal officials including law and traffic enforcement, board of health, safety and fire officials;
- c) feasible and workable within the traffic and geographic constraints known by local experts;
- d) cleaned up after to the satisfaction of the owner or manager of the Collection Site.

Once these public notices, permissions, and feasibility plans are in place, The Host shall pay American Retroworks Inc. \$600 to hold this event at the prices agreed herein.

The Host shall be responsible for ensuring safe access to participants at the event, and shall provide insurance to all participants preceding, during, and after the scheduled event, including American Retroworks Inc. and its employees. If The Host employs citizens or volunteers to assist in meeting any part of its responsibilities, The Host shall train those participants and shall be responsible for their health and safety.

Agreed to (signature of official authorized to enter into agreements on behalf of either American Retroworks Inc. or The Host)

_____ on behalf of American Retroworks Inc.,
PO Box 1010, Middlebury, VT 05753

_____ on behalf of The Host, _____