

## **Another Bright Idea**

A Program of WasteCap Nebraska's *Take it Back Nebraska* Network

### **Fluorescent Lamp Recycling Agreement**

#### **1. VOLUNTARY PARTICIPATION IN ANOTHER BRIGHT IDEA RECYCLING PROGRAM**

Participation in the Another Bright Idea Fluorescent Lamp Recycling Program, (hereinafter referred to as the "*Program*") is completely voluntary. A "*Program Participant*" is defined as a retailer accepting fluorescent lamps from the public for recycling through the *Program*. Identification as a *Program Participant* is solely within WasteCap Nebraska's discretion and does not create any legal rights, substantive or procedural, against WasteCap Nebraska.

#### **2. PROGRAM PARTICIPANT COMMITMENT**

*Program Participant* agrees to:

- A. Accept items specified on the attached Agreement Form for recycling and ensure that these items are managed in an environmentally sound and responsible manner in accordance with all local, state and federal environmental regulations and standards prior to collection by a WasteCap Nebraska-Certified Recycling Provider.
- B. Deliver collected fluorescent lamps to a central collection point, or permit collection by a Certified Recycling Provider, of all items specified in the attached Agreement Form.
- C. Collect recycling fees (if any) from consumers at the time of drop-off, and remit those fees to WasteCap Nebraska for subsequent payment to the Certified Recycling Provider.
- D. Provide employee training programs for proper handling of lamps. (Training materials will be provided by WasteCap Nebraska.)
- E. Provide **monthly documentation** on the quantities of fluorescent lamps collected for recycling using the Volume Reporting Schedule, provided by WasteCap Nebraska.
- F. Assign a Designated Representative to be responsible for undertaking *Program* activities in conformance with this Agreement.
- G. Utilize WasteCap Nebraska display information in a prominent place at collection site.
- H. Notify WasteCap Nebraska of any changes to the information outlined on the attached Agreement Form in writing within ten (10) days. Changes will be recorded in *Program* materials and Web site upon receipt of the written notification (i.e., types of lamps accepted; hours of operation).

#### **4. REUSE AND RECYCLING STANDARDS**

- A. Fluorescent bulbs and tubes (lamps): Recyclable commodities include glass, mercury and metal. **All recyclable materials that are received as part of the Program must be recycled.** *Program Participant* must ensure that recycled materials are handled and processed in a manner that does not adversely impact the environment and are in compliance with all local, state and federal environmental regulations and standards while in *Program Participant's* possession.
- B. *Program Participant* must follow the procedure for handling broken lamps as provided in WasteCap Nebraska training materials.

#### **5. CERTIFICATE OF RECYCLING**

All participants shall have available a "Certificate of Recycling" to be provided upon request to all customers. The Certificate will list the type of products or materials accepted; the name, location and phone number of the final processing facility; and the process used to recycle the materials. WasteCap Nebraska will provide Certificates of Recycling to all collection locations.

#### **6. INTELLECTUAL PROPERTY**

Except as expressly provided herein, neither the *Program Participant* nor WasteCap Nebraska shall have the right to use in any way the commercial or trade name(s), trademark(s), service mark(s), logo(s), or other intellectual property of the other party without their prior written consent. *Program Participant* hereby grants to WasteCap Nebraska a royalty-free, non-exclusive license to use and display the

trademarks associated with its business. Such use shall be limited solely to the duration of this Agreement and any advertising or promotional activities relating thereto. WasteCap Nebraska acknowledges that the provisions of this paragraph do not convey any right, title, or ownership interest in the *Program Participant's* intellectual property. *Program Participant* represents and warrants that it will not submit for publication any mark, logo, trade name or other intellectual property for publication that infringes upon or violates any intellectual property rights, does not violate any applicable law or regulation, and will not result in defamation or invasion to any third party.

#### **7. TERM OF THE AGREEMENT**

This Agreement is valid for the duration of the *Program*. All Agreements will continue as long as funding is available and at the sole discretion of WasteCap Nebraska.

#### **8. AMENDMENT**

This Agreement may be amended in writing by WasteCap Nebraska. Execution by the *Program Participant* of any written amendments made by WasteCap Nebraska is a requirement for continued participation in the *Program*.

#### **9. INSURANCE**

Attached to this Agreement, the *Program Participant* shall provide evidence to WasteCap Nebraska, in the form of a Certificate of Insurance, of the following insurance coverage levels.

- General Liability including Products-Completed Operations:  
\$1,000,000 per Occurrence, \$2,000,000 Aggregate
- Workers Compensation: Statutory
- Employer's Liability/Stop Gap: \$1,000,000
- Cancellation Clause should be 30 days
- The Certificate of Insurance shall list as the "Certificate Holder":  
WasteCap Nebraska, Inc., 285 S. 68<sup>th</sup> Street Place, Suite 540, Lincoln, NE 68510
- Updated insurance information must be provided to WasteCap Nebraska when the insurance policy is renewed by the *Program Participant* each year or upon the reasonable request of WasteCap Nebraska. Failure to provide this information to WasteCap Nebraska within ten (10) days of any changes, renewals or amendments may result in termination from the *Program*.

#### **10. INDEMNIFICATION**

The *Program Participant* shall protect, indemnify, and hold harmless WasteCap Nebraska, its officers, agents, and employees from and against any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever arising or in any way resulting from actions by the *Program Participant* and/or its subcontractors/vendors pursuant to this Agreement.

The *Program Participant* shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against WasteCap Nebraska arising out of or incident to the *Program Participant's* execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to negligence, failure to comply with applicable federal, state or local regulations, and improper disposal of fluorescent bulbs or tubes (lamps) (in whole or in part).

#### **11. TERMINATION**

Participation in the *Program* may be terminated by either the *Program Participant* or by WasteCap Nebraska, for any reason, upon thirty (30) days advance written notice. WasteCap Nebraska may terminate the *Program Participant's* Agreement and involvement in the *Program* prior to the annual renewal/termination date. Termination shall not limit, waive, or extinguish any right or remedy provided by the above Indemnification.

*CFL Recycling Project Agreement Form \_\_\_\_\_(year)*

<b>Company Name:</b>		
<b>Designated Representative:</b>		
<b>Designated Representative email:</b>		
<b>Designated Representative Phone Number:</b>		
<b>Mailing Address:</b>		
<b>Company Description to be listed on the brochure and website:</b>		
<b>Street Address to be listed on the brochure and website</b>		
<b>Email address to be listed on the brochure and website:</b>		
<b>Phone number to be listed on the brochure and website:</b>		
<b>Fax number to be listed on the brochure and website:</b>		
<b>Website address to be listed on the brochure and website:</b>		
<b>Days and hours of operation:</b>		
<b>Description of Recycling Services (include pick-up, drop-off information, minimum quantities accepted, or other specific requirements)</b>		
<b>Type of Equipment Accepted:</b>	<b>Type and Description:</b>	<b>Recycling Fees:</b>
<b>Compact Fluorescents (CFL)</b>		
<b>Other Fluorescent and Mercury Containing Lamps</b>		

We have read and agree to the **Nebraska Fluorescent Lamp Recycling Project Agreement** and agree to receive the items indicated on this Form and ensure that they are reused, recycled or disposed of responsibly and in accordance with all local, state and federal laws and regulations. This contract between WasteCap Nebraska and *Program Participant* is valid from the date signed by the Designated Representative through \_\_\_\_\_.

**SIGNATURES**

**Approved for:**

\_\_\_\_\_  
Program Participant (Company/Organization Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated Representative Print Name

\_\_\_\_\_  
Designated Representative Signature

**Approved for WasteCap Nebraska:**

\_\_\_\_\_  
Julie Diegel, Project Coordinator, WasteCap Nebraska, Inc.

\_\_\_\_\_  
Date