

**SERVICE CONTRACT FOR ELECTRONIC WASTE RECYCLING
FOR COBB COUNTY PURCHASING DEPARTMENT**

This Agreement is made this 29th day of October, 2008, by and between **Atlanta Recycling Solutions, LLC, (“Vendor”)** a Georgia corporation, whose address in Georgia is 1355 Union Hill Industrial Court, Alpharetta, GA 30004 and **Cobb County Purchasing Department, (“Customer”)**, whose address is 1772 County Services Parkway, Marietta, GA 30008.

Recitals

The Vendor is a company engaged in the business of recycling excess electronic equipment and electronic waste, such as computers, monitors, mainframes, telephones, cables, printers, fax machines, copiers, and similar or related equipment, generally referred to herein as “e-waste.” The Customer desires to have its e-waste recycled.

The purpose of this Agreement is to state the terms and conditions under which the Vendor will provide e-waste recycling services to the Customer.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Services to Be Performed.

Vendor will recycle and dispose of the e-waste of the Customer. All of vendor’s employees, agents and/or contractors who perform services on behalf of Vendor pursuant to this agreement shall be required to sign Customer’s confidentiality agreement before performing such services. Vendor will at its expense pickup e-waste at the Customer’s location 1772 County Services Parkway, Marietta, GA. Customer’s personnel will ensure to the best of their ability that the e-waste is located in a central location ready for pickup. Title to such e-waste transfers to vendor at the time of pickup and vendor becomes solely responsible for the e-waste and any liability related thereto at such time.

2. Procedures for Handling E-Waste

When the e-waste is removed from Customer’s facility, Vendor will handle the e-waste as detailed herein. E-waste will be transported to a Vendor facility. Vendor facilities are monitored 24 hours a day, providing a secure inventory environment. E-waste will be properly identified prior to sorting, with each “skid” being marked as skid x of x, the date received, the initial weight of each skid as it arrived, and assigned a lot number for each particular shipment.

Vendor will breakdown each skid of the lot in question. The material will be sorted into three categories:

- A. Steel (PC’s, Servers, Printer Chassis, Etc...)
- B. Whole Printers, Copiers, Faxes, etc...
- C. Monitors

Vendor will prepare a settlement report for the Customer on each individual lot. The settlement report will show the following:

- A. There will be no charges to the Customer for the services rendered by the Vendor.

- B. A certificate of recycling/destruction will be provided with all settlement reports.
- C. The Vendor will supply a serialized audit for all equipment specified by the Purchasing Supervisor in an excel format.

Vendor shall assure that over 99% of all e-waste received from the Customer is recycled, including the pallets, cardboard and shrink-wrap. None of the e-waste processed by Vendor will go to a landfill.

3. Certificate of Recycling/Destruction

The Certificate of Recycling/Destruction provided with all settlement reports guarantees that all material not remarketed through Vendor's sales department, has been recycled by environmentally sound methods meeting the Environmental Protection Department (EPD) standards, and certified by the EPD of Georgia. The certificate also certifies that all hard drives or other data storage systems have been completely destroyed, such that no Customer data can be retrieved.

4. Compliance with Applicable Statutes, Ordinances, and Regulations

All equipment processed through Vendor's facilities complies with State and Federal Regulations affecting the recycling of electronic equipment (particularly cathode ray tubes, or CRT's, which because of their lead content, CPU's and other e-waste contain mercury, cadmium, hexavalent chromium, PBE/PBDE and PBC's, are classified as a hazardous waste when discarded).

The Vendor must have a valid business license and be registered with the Georgia Secretary of State to do business in Georgia prior to commencement of this Agreement and at all times this Agreement is in effect. In performing the services required of it under this Agreement the Vendor shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations. If compliance is impossible for reasons beyond its control, the Vendor shall immediately notify the Customer of that fact and the reasons for non-compliance.

The Vendor agrees that it will indemnify, defend and hold Customer (including its parent affiliates, subsidiaries, associates, directors, officers, employees and agents) harmless against and from any and all claims, lawsuits, judgments, losses, civil penalties or actions, costs, liabilities, damages and expenses (including but not limited to, attorney's fees) incurred or to be incurred, which may be made or brought against Customer by any person, corporation, government, governmental agency, class, or any other entity whatsoever, arising or alleged have arisen (a) out of the death of or injury to any person or damage to any property which resulted or is alleged to have resulted from any acts or omissions of Vendor, its employees and agents, contractors, subcontractors and /or any other persons for whose conduct it may be or is alleged to be legally responsible; (b) out of any environmental, property and/or toxic tort claim, lawsuit, judgment, loss, civil penalty or action; (c) out of Vendor's breach of this Agreement; and (d) from the failure of Vendor to comply with any applicable state or federal law. This agreement to indemnify and hold Customer harmless applies whether the claim or loss was alleged to have been caused in part by the negligence or fault of Customer.

5. Insurance Requirements

Vendor shall at its sole cost and expense, procure and maintain in full force and effect during the course of the period for which the certification may apply the required insurance specified below. Vendor represents that prior to commencing any portion of the Work it will provide evidence to the "Customer" (Cobb County Purchasing Department its divisions, subsidiaries, and other affiliated entities), that it has obtained such insurance as will adequately protect it against loss by reason of any liability imposed upon it by law for bodily injury and for damage to or destruction of property that may arise from the operation under this certification. Such insurance shall be issued by companies with an "AM Best rating of A- or equivalent" and shall be in minimum amounts specified herein. Such insurance must provide a minimum 30 days prior written notice to the "Company" of cancellation. The schedule of insurance required is as follows:

- Workers' Compensation insurance with statutory limits and employer's liability insurance with limits of \$100,000.00 per occurrence.
- Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit of liability of \$1,000,000.00 each occurrence and \$2,000,000.00 aggregated for bodily injury, property damage and include products and completed operations liability coverage along with sudden and accidental pollution liability. This policy shall provide the "Company" additional insured status utilizing the appropriate ISO endorsement, CG20 11 85 or equivalent.
- Business Automobile Liability Insurance with a minimum combined single limit of \$1,000,000.00 per claim for bodily injury and property damage. This policy shall provide the additional insured status to the "Customer".
- Excess Liability insurance as required to meet the minimum policy limits required under the commercial general liability and /or the business automobile liability insurance programs.

The insurance required in this section shall be written for not less than the limits of liability specified in the Contract documents or required by law, whichever is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of insurance shall be provided to "Company" prior to commencement of the work. These certificates and the associated policies required in this section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until 30 days prior written notice of cancellation has been provided to "Company". The certificate will also confirm the "Company" is provided additional insured status for the commercial general liability and business automobile liability insurance programs.

Risk Management will evaluate insurance policies of those contractors whose insurance policies deviate in any manner from the insurance requirements set forth above. Work by such contractors shall not commence prior to a contractor having received such approval.

6. Terms of Agreement

The term of this Agreement shall commence on October 29, 2008 and shall continue in full force and effect for a period of one year unless terminated for any reason earlier by ten days' written notice from either party to the other. There shall be an option to extend the contract for one year from the date of expiration. The option shall be exercised by Customer within ten days before or after the date of termination of this Agreement. Vendor may reject the option to extend with ten days written notice and terminate the agreement.

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

8. Parties Bound

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

9. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

10. Prior Agreements Suspended

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

11. Notices

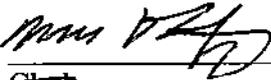
Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement (in the case of Vendor, the Georgia address shall be used) and also to Cobb County Purchasing Department at 1772 County Services Parkway, Marietta, Georgia 30008. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated at the time of sending.

CUSTOMER:

COBB COUNTY PURCHASING

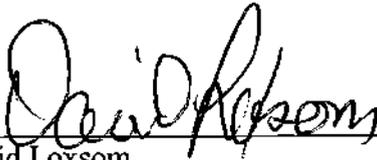
by: 

ATTEST:


~~Clark~~

VENDOR:

ATLANTA RECYCLING SOLUTIONS

by: 
David Loxsom

ATTEST:

N/A
Secretary


Notary Public, Paulding County, Georgia
My Commission Expires September 23, 2011