



Recycling at Work:
Sample Language for Solid Waste Service Provider
Bid or Contract

This agreement (the "Agreement"), made between [name of recycling company], located at [address], (the "Recycler"), and [name of management company] (the "Management"), is to state the terms and conditions under which Recycler will furnish to Management located [address of the building] (the "Building") the following recycling services.

1. Services to be Performed: Recycler will pick up a maximum of six (6) 3-yard bins of paper, three (3) pallets of cardboard and two (2) totes per week as specified in Schedule A attached from the collection area in the Building.
2. Insurance: Recycler will carry complete worker's compensation, public liability, and property damage insurance.
3. Payment:
 - a. (Option 1) Management agrees to pay Recycler [\$ dollar amount] per month for services to be performed as described in Section 1 above and Schedule A attached.

(Option 2) Recycler agrees to pay Management [Dollar amount/Percentage of market value] for value of materials.
 - b. (Option 1) Management agrees to render such payments to Recycler on a monthly basis. Payments shall be made by check or money order to [name and address of recycling Co.]

(Option 2) Recycler agrees to render such payments to Management on a monthly basis.
 - c. Additional Charges: Recycler reserves the right to assess additional charges in the event that Management doesn't comply with the terms and conditions specified in Schedule A.
4. For materials that are incorrectly separated, additional charges, which may be assessed, are \$15.00 per bin for 1.5 yard bins; \$25.00 per bin for 3.0 yard bins; \$55.00 per bin for 4.0 yard bins. For bins that are less than two-thirds full at collection, an additional \$75.00 per pickup may be assessed.
5. For any materials placed in bins that are not included in Schedule A, Recycler may assess Management \$50.00 per ton for those nonrecyclable items.
6. Term of Agreement: The term of the Agreement shall commence on the date written above, and shall continue in full force and effect for a period of one year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall be automatically renewed, unless sixty (60) days advanced written notice of termination is given by either party to the other. Either party may, at any time during the term of this Agreement, terminate this Agreement upon thirty (30) days prior written notice based on the other party's breach of this Agreement.
7. Change of Terms: Rates and conditions of this Agreement are subject to change upon mutual agreement by Recycler and Management.

8. Right to Enter: Recycler and Management agree that all stickers, bags and bins placed by Recycler are at all times the sole property of Recycler. Recycler and Management further agree that during the term of this Agreement, Recycler has the right to enter the Building to place or replace such stickers, bags and/or bins, and upon cancellation of this Agreement, Recycler has the right to enter the Building to remove all such stickers, bags and/or bins.
9. Governing Law, Entirety of Agreement: This Agreement shall be governed by the laws of the State of California. It may be executed in several counterparts and constitutes the entire agreement for the service described. If any provision in this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall continue in full force.

We hereby agree to the above-mentioned terms and conditions:

Date:

Date:

By: _____

By: _____

[Name and Address of Recycling Co.]

[Name and address of management co.]

To the intended users of this sample agreement:

Please review the following disclaimers. If you decide to use this sample agreement, please delete the disclaimers from the agreement. You may wish to seek private legal counsel before using this document. Dollar amounts stated in this sample are only provided as examples and are not intended to reflect or suggest fair or reasonable prices or actual market prices.

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This fact sheet was developed by the StopWaste Partnership, a program of StopWaste.Org, in April, 2006. For more information on the Partnership, visit www.StopWaste.Org/Partnership.