

MAINE RESIDENTIAL LAMP RECYCLING PROGRAM MUNICIPAL PARTICIPATION AGREEMENT

Manufacturers of household mercury-containing lamps are sponsoring a program in Maine to collect mercury-containing waste **lamps from households (household lamp waste)** from residential households at participating municipal waste sites. Under this program, the sponsoring manufacturers are covering the cost of providing municipalities with household waste lamp collection receptacles, transporting the household waste lamps for proper disposal, and material recycling.

To participate in the Maine mercury-containing Residential Lamp Recycling Program (the "Program"), the municipality (referred to herein as "Participant") must sign this Participation Agreement and return to the Program Administrator (the National Electrical Manufacturers Association) at the address shown on the next page.

The Participant certifies to the sponsoring manufacturers that collection location(s) meet the following criteria:

- Accepts mercury-containing lamps from household residents of Maine and has a system in place that segregates household lamp waste from (a) lamp waste obtained from sources other than households and (b) all other waste materials ("ineligible waste"). Costs incurred at the Participant's site for accepting and storing waste lamps returned are not eligible for reimbursement under this Program, nor are the sponsoring manufacturers responsible for ineligible waste.
- Utilizes staff trained in the proper handling and storage of universal waste and emergency procedures in the event of a spill for tasks of accepting and processing waste lamps through this program.
- Complies with all applicable requirements of Maine's universal waste law and regulations, including maintaining documentation of the training in accordance with state and/or federal universal waste rule.
- Maintains a permanent storage facility for household lamp waste that is secure, weather tight and complies with all additional local, state, or federal regulations.
- Ensures that collection containers are located in an area inaccessible to the general public and ensures that all mercury-containing household waste lamps will be accepted by staff to avoid improper handling and packaging for shipment.
- Takes reasonable steps to guard against incidental breakage of household waste lamps.

As a condition of its participation in the Program, and in exchange for the sponsoring manufacturers' financial support for the Program and other good and valuable consideration including the mutual promises contained herein, Participant agrees to hold harmless, including to defend and to indemnify, the sponsoring manufacturers of household mercury-containing lamps supporting the Program and the Program Administrator, their respective directors, officers, employees, representatives, agents, parents, subsidiaries, affiliates, successors and assigns, jointly and severally (collectively "Indemnitees"), from any and all demands, claims, actions, causes of action, lawsuits, losses, damages, injuries, penalties, fines, expenses, injunctions, settlements and judgments of any kind or nature, including attorneys' fees and costs, and also including attorneys' fees and costs incurred to enforce this hold harmless obligation (collectively "liabilities"), whether such liabilities are contingent or mature, and whether such liabilities are premised on a violation, breach, or failure to comply with any statute, ordinance, administrative regulation, or under any theory of common law, at law or in equity, asserted by any person, corporation or other entity, including governmental entity, arising out of or related to in any way the Participant's failure to comply with the criteria set forth above, or the errors or omissions or other fault, whether accidental or intentional, of the Participant, its employees, agents, or representatives, prior to or during collection and transfer of the household lamp waste for management and recycling under the Program, whether or not such liabilities occur or arise at the Participant's premises. This hold harmless obligation applies to a claim made by an employee of the Participant against an Indemnitee, and for purposes of defense and indemnification of the Indemnitee from the liabilities arising from such a claim, Participant waives its immunity under the Maine Workers' Compensation Act and any other similar law as applicable. Participant's obligation under this hold harmless provision for any incident or occurrence is subject to the limitation on damages applicable under 14 M.R.S.A. §§ 8105 and 8116 or successor statutory provisions, if any, in effect as of the date of such incident or occurrence.

By its signature below, the Participant agrees to the foregoing criteria and terms.

Name of Municipality

Authorized Signature

Name (Please print)

Date

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Please complete this Participation Agreement to enroll in residential mercury-containing lamp recycling collection Program. Upon receipt of a completed and signed form, the Program Administrator will forward this information to the recycling vendor, Veolia, ES. Please allow ten business days for processing. Once confirmation of enrollment has been received, orders for lamp recycling containers may then be placed directly with Veolia, ES by either calling toll-free 1-888-669-9725 or visiting <http://lamprecycle.veoliaes.com>. Please keep a copy of this form for your records.

Participation Agreements should be sent to the Program Administrator:

Maine Lamp Recycling Program Manager
National Electrical Manufacturers Association
1300 North 17th Street
Suite 1752
Rosslyn, VA 22209

Participant Administrator for Recycling Program

****All fields required for Administrator****

Administrator Contact: _____
Municipality: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ ZIP: _____
Phone: (____) _____ Email: _____

Primary Container Shipping/Pick-up Location

[] Same information as Administrator

Store Location Contact Name: _____
Name of Location: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ ZIP: _____
Phone: (____) _____

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Additional Collection Locations

Location Contact: _____
Name of Location: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ ZIP: _____
Phone: (____) _____

Location Contact: _____
Name of Location: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ ZIP: _____
Phone: (____) _____

Location Contact: _____
Name of Location: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ ZIP: _____
Phone: (____) _____

If there are more than three additional collection locations, please print out this form again and submit with Program Contact information filled out.

PLEASE READ - COMPLETE – SIGN AND MAIL TO: Maine Lamp Recycling Program Manager, National Electrical Manufacturers Association, 1300 North 17th Street, Suite 1752, Rosslyn, VA 22209

NOTE: This form must be completed and mailed to the address above to participate in the program. Any inquiries, please contact Erik Sorenson at 703.841.3234.

RECYCLEPAK® TERMS AND CONDITIONS

USE OF THE RECYCLEPAK® CONTAINER OR SERVICE IS CONSIDERED ACCEPTANCE OF THE TERMS AND CONDITIONS.

Thank you for choosing the RECYCLEPAK® service for the proper handling and recycling of your lamps. (The word "MATERIALS" is used herein to describe the wastes). In order to serve you better, we have prepared these Terms and Conditions to set forth your and our rights and obligations. Please understand that, by using RECYCLEPAK® containers, you are agreeing to these Terms and Conditions.

Refunds- If you purchased your RECYCLEPAK® online at www.prepaidrecycling.com or any of our manufacturing partner web sites and do not agree with these Terms and Conditions please call us, within 15 days, toll-free at 1.888.669.9725 for return instructions. We will make every effort to send you a refund following receipt of the unused RECYCLEPAK® containers. To be eligible for a refund, you must provide a proof of purchase, so please retain your receipt showing the purchase price and date. If you purchased your RECYCLEPAK® from a distributor or third-party, please contact the distributor or third-party directly to request a refund.

Our Promise- We promise that our RECYCLEPAK® containers provided they have not been damaged and have been properly packed and sealed in accordance with our instructions, with contents limited to only the MATERIALS described above, are suitable for shipping those MATERIALS. (If a prepaid shipping label was provided to you with the containers, please use it to ship your MATERIALS to us. If you did not receive a prepaid shipping label, you are located in a state or jurisdiction that does not allow their use. In this case, please contact Veolia toll-free at 1-888-669-9725 to arrange for shipping). In accordance with 40 CFR 264.12(b), 273.18(d) and 273.38(d), we have the appropriate permits and agree to receive the MATERIALS, as described on the RECYCLEPAK® label and packaging instructions. We also promise that we will properly manage, recycle and dispose of the enclosed MATERIALS in accordance with the law, provided that we receive the RECYCLEPAK® container within 18 months of purchase date. If you abide by your promise as stated below, we agree to take title to, and all other incidents of ownership, to your MATERIALS at the time that the RECYCLEPAK® container(s) is received by our transporter. If, for any reason, our carrier as identified on the prepaid return label will not ship the RecyclePak® container, we will work with you to identify alternative shipping. We will refund the actual shipping charges received by us from you if similarly priced alternative shipping cannot be located.

Your Promise- You promise that you will send us only the MATERIALS described above, in undamaged RECYCLEPAK® containers packaged in accordance with our instructions, in a quantity that does not exceed the stated capacity of the containers. If included, you promise to properly fill out the prepaid shipping label (Name, address, city, state or province, zip or postal code) and affix where stated to the container. Furthermore, you promise not to place the prepaid shipping label on any pail, box or drum other than RECYCLEPAK® provided.

Please understand that your failure to keep your promise may result in bodily injuries (including death), property damage, contamination of or adverse effects on the environment and/or violation of applicable laws or regulations and may also result in our seeking indemnification from you under the Indemnification section below. Legal action, suits, claims, costs and expenses incidental thereto, in addition to government-assessed fines and penalties could occur in connection with your failure to keep your promise.

Additional Charges and Return of Materials - So we can serve you better please be sure to use RECYCLEPAK® containers for sending us only the MATERIALS described above and to use them in accordance with our instructions. If you exceed the stated capacity of a RECYCLEPAK® container, we can charge you an additional fee to compensate us for the extra MATERIALS. DO NOT EXCEED THE STATED WEIGHT CAPACITY FOR ANY CONTAINER. AN ADDITIONAL \$50 SERVICE FEE WILL APPLY FOR ALL ITEMS RECEIVED THAT EXCEED THE STATED WEIGHT CAPACITY. If you send us wastes that are not MATERIALS as described above, we will try to manage these wastes, if possible, but we can charge you for any extra costs and, if we cannot accept the wastes, you agree we can return the wastes to you at your expense and that you will reimburse us for the extra costs we incur.

DISCLAIMER - IN NO EVENT SHALL WE BE RESPONSIBLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR USE OF RECYCLEPAK® CONTAINERS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

Indemnification

A. We promise to indemnify you (which includes your employees, officers and directors) from any and all liability and claims (including costs of defense, settlement and reasonable attorneys' fees, and also including attorneys' fees incurred to enforce this indemnity) which you may incur as the result of bodily injuries (including death), property, contamination of the environment or any violation of law to the extent caused by (1) our breach of these Terms and Conditions (including, but not limited to, the Our Promise section above) or (2) our or our employees', officers' or directors' negligence or willfulness which occurs during our providing services to you, as long as you have sent us wastes that are MATERIALS as described above. Our indemnification obligation applies to claims made by our employees, and for purposes of our obligation to indemnify you from such claims, we waive our immunity under the Maine Workers' Compensation Act and any other similar law as applicable. The extent of our obligation under this indemnification provision for any incident or occurrence is limited to the same amount of damages that could be awarded against you under 14 M.R.S.A. §§ 8105 and 8116 or successor statutory provisions, if any, in effect as of the date of such incident or occurrence, pursuant to the reciprocal indemnity provision below.



B. You promise to indemnify us (which includes our employees, officers and directors) from any and all liability and claims (including costs of defense, settlement, and reasonable attorneys' fees, and also including attorneys' fees incurred to enforce this indemnity) which we may incur as the result of bodily injury (including death), property damage, contamination of the environment or any violation of law to the extent caused by (1) your breach of these Terms and Conditions (including, but not limited to, the Your Promise section above) or (2) you or your employees', officers' or directors' negligence or willfulness which occurs during your seeking or obtaining services from us. Your indemnification obligation applies to claims made by your employees, and for purposes of your obligation to indemnify us from such claims, you waive your immunity under the Maine Workers' Compensation Act and any other similar law as applicable. The extent of your obligation under this indemnification provision for any incident or occurrence is subject to the limitation on damages applicable under 14 M.R.S.A. §§ 8105 and 8116 or successor statutory provisions, if any, in effect as of the date of such incident or occurrence.