

# MAINE RESIDENTIAL LAMP RECYCLING PROGRAM RETAILER PARTICIPATION AGREEMENT

Manufacturers of household mercury-containing lamps are sponsoring a program in Maine to collect waste **compact fluorescent lamps (waste CFLs)** from residential households at participating retail stores. Under this program, the sponsoring manufacturers are covering the cost of providing retailers with waste CFL collection receptacles, transporting the waste CFLs for proper disposal, and material recycling.

To participate in the Maine mercury-containing Residential Lamp Recycling Program (the "Program"), the retailer and, where appropriate, individual retail store locations (collectively referred to herein as "Participant") must sign this Participation Agreement and return to the Program Administrator (the National Electrical Manufacturers Association) at the address on the next page.

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

- Accepts waste CFLs from household residents of Maine and has a system in place that segregates (a) other types of household lamps, (b) those lamps obtained from sources other than households, and (c) all other waste materials from waste CFLs ("ineligible waste"). Costs incurred at the Participant's location 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 CFLs 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 waste CFLs 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 CFLs will be accepted by staff to avoid improper handling and packaging for shipment.
- Takes reasonable steps to guard against incidental breakage of waste CFLs.

In consideration of the sponsoring manufacturers providing the financial support for this Program and other good and valuable consideration, Participant agrees to indemnify, hold harmless, and defend the sponsoring manufacturers of household mercury-containing lamps supporting this Program and the Program Administrator, their respective directors, officers, employees, representatives, successors and assigns, jointly and severally, from any demand, claim, liability, action, cause of action, lawsuit, loss, damage, injury, penalty, fine, expense, cost, injunction, settlement or judgment of any kind or nature ("liabilities"), whether such liabilities are contingent or mature, whether such liabilities are premised on a violation, breach, or failure to comply with any statute, ordinance, administrative regulation, or under theory of common law, at law or equity, asserted by any person, corporation or other entity, including any governmental entity, arising out of or connected with the Participant's failure to comply with the criteria set forth above, or the errors or omissions, whether accidental or intentional, of the Participant, its employees, agents, or representatives prior to or while transferring the waste CFLs for management and recycling under the Program, whether or not such liabilities occur or arise at the Participant's premises. Additionally, the Participant agrees to the terms and conditions of Veolia ES in connection with using Veolia's RecyclePak<sup>®</sup> containers under this Program (a copy of which is provided herewith).

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

\_\_\_\_\_  
Name of Retail Participant

\_\_\_\_\_  
Authorized Signature (Store Manager)

\_\_\_\_\_  
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 17<sup>th</sup> Street  
Suite 1752  
Rosslyn, VA 22209

## Participant Administrator for Recycling Program

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

Administrator Contact: \_\_\_\_\_  
Retail Participant: \_\_\_\_\_  
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

Store Location Contact Name: \_\_\_\_\_  
Name of Location: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

Store Location Contact Name: \_\_\_\_\_  
Name of Location: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_

Store Location Contact Name: \_\_\_\_\_  
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 17<sup>th</sup> 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 materials. (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 on this site 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) 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.

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) 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.