AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Colorado Architectural Paint Recovery Program, Hou

Action Requested: County Manager Signature

Parties to the Agreement: PaintCare and Gunnison County

Term Begins: September 2015 **Term Ends:** 9/30/2017 **Grant Contract #:**

Summary:

PaintCare will pay for the disposal fees, transportation costs and packaging costs for most of the paint/paint products collected at our annual BOPA event.

Fiscal Impact: Savings for City and County of at least $10,000.

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/9/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok for BOCC discussion. db 9/11/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/11/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 9/11/2015

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 9/15/2015

Revised April 2015

COLORADO ARCHITECTURAL PAINT RECOVERY PROGRAM
1500 Rhode Island Ave, NW
Washington DC 20005
Phone: (855) 724-6809
Fax: (855) 385-2020
www.paintcare.org

Colorado Architectural Paint Recovery Program Household Hazardous Waste Drop-Off Site and Waste Paint Management Agreement

Between

PaintCare Inc.

and

_____

Last updated August 31, 2015

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COLORADO ARCHITECTURAL PAINT RECOVERY PROGRAM
DROP-OFF SITE AND WASTE PAINT MANAGEMENT AGREEMENT

This Agreement is made on this __ day of _____, 2015 (the "Agreement") by and between _____ [***insert legal name of company, municipality, etc.***] located at _____ [***insert address***] (the "Service Provider") and PaintCare Inc., a Delaware corporation having its office at 1500 Rhode Island Ave., N.W., Washington, D.C. 20005 ("PaintCare").

RECITALS

Whereas, PaintCare is the program manager of the Colorado Architectural Paint Recovery Program (the "Program"), as set forth by the Architectural Paint Stewardship Act (Senate Bill 14-029), codified at C.R.S. §§ 25-17-401-410;

Whereas, pursuant to the Program, PaintCare submitted a plan to the Colorado Department of Public Health and Environment to facilitate the management of "Program Products" (defined below) that are collected by "Drop-Off Sites" (defined below) under the Program;

Whereas, PaintCare desires to enter into agreements with hazardous waste and paint collection facilities for the purposes of collecting Program Products;

Whereas, the Service Provider has a household hazardous waste program whereby it operates "Drop-Off Sites" (as defined below), including permanent collection sites and/or temporary collection events, to which local residents may bring certain types of household hazardous waste, including Program Products, for disposal at no charge;

Whereas, PaintCare, as part of its responsibility to facilitate the management of the Program, wishes to obtain the services of the Service Provider for the collection of Program Products from the Service Provider's Drop-Off Sites, as provided in this Agreement; and

Whereas, the Service Provider may, but is not required to, engage in Additional Activities that are part of the Program, including Direct Reuse, Reprocessing, Bulking, and Internal Transportation.

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows.

ARTICLE 1 – DEFINITIONS

1.1 "Additional Activities" means those activities that the Service Provider has the option to perform and for which PaintCare will provide monetary compensation as set forth in Attachment B ("Pricing").

1.2 "Bulking/Bulked" means opening individual cans of paint and combining the latex paint into 55-gallon drums marked "Latex Paint" and the oil-based paint into a separate 55-gallon drum marked "Oil-Based Paint."

1.3 “Collect/Collected/Collection” means accepting materials from the public at Drop-Off Sites, screening those incoming materials, and identifying acceptable materials as Program Products in accordance with the Program Guidelines.

1.4 “Collection Bins” are containers provided by or approved by PaintCare or its contractors to hold and transport Program Products, and include totes, boxes, drums, and roll-off containers.

1.5 “Direct Reuse” means selling or giving away of Collected paint to the public without combining it with the paint from other cans and without removing it from its original container.

1.6 “Drop-Off Sites” mean all permanent collection facilities and Temporary Collection Events that are owned, leased, subleased, or otherwise controlled by the Service Provider, as generally described in the Section entitled “Who Can Be a Drop-Off Site” in the Program Guidelines, and as specifically identified in Attachment C (“Drop-Off Site Information”).

1.7 “Effective Date” means the date that the parties’ obligations begin under this Agreement. The Effective Date is the date of the later signature below.

1.8 “Force Majeure” is defined in Article 13.2.

1.9 “Haulers” mean independent contractors hired by PaintCare to transport Program Products from the Drop-Off Sites.

1.10 “Including” (whether or not capitalized) means “including but not limited to.”

1.11 “Indemnified Parties” is defined in Article 9.1.

1.12 “Initial Term” is defined in Article 2.1.

1.13 “Internal Transportation” means the Service Provider’s use of its own employees or independent contractors selected by the Service Provider to transport Program Products to its Drop-Off Sites from other locations, as authorized in advance by PaintCare.

1.14 “Law” means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.

1.15 “Loose Packing/Loose Packed” means placing acceptable Program Products into Collection Bins in a manner that is conducive to safe and efficient transport.

1.16 “Non-Program Products” mean products not covered by the Program that are collected and/or managed by the Service Provider.

1.17 “Program Guidelines” mean the “Colorado Architectural Paint Recovery Program Drop-Off Site Guidelines” in Attachment E, as may be updated by PaintCare from time-to-time.

1.18 “Program Products” mean the materials described in Section 3 of the Program Guidelines.

1.19 “Reprocessed” or “Reprocessing” means the combining of acceptable latex Program Products for resale or to give away to consumers.

1.20 “Required Insurance” is defined in Article 10.1.

1.21 “Services” mean all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto.

1.22 “State” means the State of Colorado.

1.23 “Temporary Collection Events” mean an event hosted by the Service Provider to Collect Program Products at locations within the State.

1.24 “Written” or “In Writing” (whether or not capitalized) means in a written communication in hardcopy or electronic form, including e-mail.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement will commence upon the Effective Date and, unless terminated under Article 11 (“Termination of Agreement”), will remain in full force and effect for a period of two (2) years (such two-year period, the “Initial Term”).

2.2 Option Years. Immediately after the expiration of the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms, unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed.

2.3 If either party provides notice that the Agreement will not be renewed, unless otherwise instructed by PaintCare, the Service Provider, before the end of the term of the Agreement, shall assemble all Collection Bins supplied by PaintCare whether or not full, and shall make them available for pick up by a Hauler at one of the Drop-Off Sites. In the event of any expiration of this Agreement, Service Provider shall cooperate with PaintCare in good faith to bring about an orderly cessation of the Services or the orderly transition of the Services to a successor.

ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

3.1 In consideration of PaintCare’s payments, if any, to the Service Provider for the Services, and for activities undertaken at the expense of PaintCare, the Service Provider shall perform the Services provided for in Attachment A (“Scope of Work”) in conformity with the Program Guidelines (except to the extent the Program Guidelines conflict with the terms of this Agreement or any applicable Law).

3.2 The Service Provider shall manage at its own expense all Program Products Collected at the Drop-Off Sites only in accordance with Attachment A (“Scope of Work”) and not dispose of Program Products by any other method without the prior written approval of PaintCare.

3.3 Either party may amend Attachment B (“Drop-Off Site Information”) to add or delete sites subject to the other party’s prior written approval for each such addition/deletion.

3.4 The Service Provider (and not PaintCare) is responsible for:

a. making day-to-day and critical decisions regarding the Services, including the management and supervision of all activities comprising the Services;

b. complying with all applicable Law relating to the Services and the operation of the Drop-Off Sites; and

c. securing and locking the Drop-Off Sites at all times when the facilities are closed or not attended.

3.5 The Service Provider shall strive to comply in all material respects with the Program Guidelines. The Service Provider will notify PaintCare in writing if the Service Provider is unable to comply with any aspect of the Program Guideline.

3.6 The Service Provider is responsible for and will manage at its sole expense any and all Non-Program Products it collects at the Drop-Off Sites. PaintCare in no way accepts responsibility for such Non-Program Products.

3.7 The Service Provider shall not charge Program participants a fee relating to any costs that are covered by the Program. To avoid any fee practices at Drop-Off Sites that may reflect badly on the Program, the Service Provider must consult with PaintCare and obtain its approval before charging Program participants a fee for dropping off Program Products, such approval not to be unreasonably withheld. Nothing in this Agreement prohibits the Service Provider from charging fees to participants for dropping off Non-Program Products.

3.8 The Service Provider shall provide the Services at its own risk and take every precaution to protect all public and private property during the performance of the Services. If the Service Provider's personnel or equipment cause any damage to PaintCare's or one of its contractor's property, the Service Provider, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.

3.9 The Service Provider shall thoroughly familiarize itself with the nature and scope of the Services under this Agreement and with matters that may affect the Services, including the Law governing the Services and this Agreement. Any failure by the Service Provider to thoroughly familiarize itself with such matters does not relieve the Service Provider of its obligations under this Agreement.

3.10 Work under this Agreement shall be performed only by competent personnel under the management, supervision, and direction of, or in the employment of, the Service Provider. All personnel working for or at the direction of Service Provider must be managed, supervised, and directed by the Service Provider.

3.11 The Service Provider shall commit adequate resources to participate in the Program and meet its obligations under this Agreement.

3.12 The reporting and notification requirements identified in Attachment A ("Scope of Work") and elsewhere in this Agreement are an integral part of the Services. The Service Provider shall comply with all reasonable requests from PaintCare for preparation, access, review, and/or adjustment of these deliverables throughout the term of this Agreement.

3.13 The Service Provider shall inspect the Collection Bins upon arrival and determine whether they are in proper condition for use. PaintCare is responsible for replacing any defective Collection Bins and repairing normal wear-and-tear to the Collection Bins. The Service Provider shall immediately notify PaintCare if at any point during the term of the Agreement a Collection Bin(s) is not in proper condition for use and shall not use any such defective Collection Bins until they are repaired or replaced by PaintCare. The Service Provider is responsible for its use (or misuse) of any equipment it uses to perform the Services, including any Collection Bins.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

4.1 The Service Provider represents, covenants, and warrants that:

a. It is a _____ [*specify entity type – e.g., corporation, limited liability company, municipality, etc.*] in good standing and qualified to carry on business in the State and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement;

b. This Agreement does not in any way conflict with any other agreements of the Service Provider;

c. It possesses the business, professional, and technical expertise, training, personnel, and equipment required to perform the Services;

d. It will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services; and

e. It and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all permits, licenses, certificates, or approvals required by applicable Law to perform the Services.

4.2 PaintCare represents, covenants, and warrants that:

a. it is a non-profit corporation formed under the laws of the state of Delaware, in good standing, and is qualified to carry on business in the State and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement;

b. the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by PaintCare; and

c. this Agreement does not in any way conflict with any other agreements of PaintCare.

ARTICLE 5 – GENERAL OBLIGATIONS OF PAINTCARE

5.1 Within ten (10) business days (for a pickup request in rural areas) or within five (5) business days (for a pickup request in urban areas), PaintCare shall arrange for a Hauler to pick up from any permanent Drop-Off Site any Collected Program Products at that permanent Drop-Off Site that are not managed via Direct Reuse or Reprocessing. PaintCare shall, at its expense, arrange for the Hauler to transport such Program

Products after pick-up to intermediary locations, processors, or other final destination that are part of the Program.

5.2 Provided that the Service Provider provides PaintCare with sufficient notice as required under this Agreement, PaintCare (or its Hauler) will coordinate with the Service Provider to arrange for the timely pick-up of Program Products Collected at a Temporary Collection Event at a date and time designated by the Service Provider.

5.3 PaintCare shall pay the Service Provider for any Additional Activities as set forth in this Agreement and in accordance with the pricing in Attachment B ("Pricing").

5.4 For each Drop-Off Site, PaintCare shall provide Collection Bins to the Service Provider or approve the Service Provider's containers as Collection Bins. All Collection Bins supplied by PaintCare will remain the property of PaintCare.

5.5 PaintCare has no authority to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the work and achieve compliance with applicable Law. PaintCare does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.

5.6 PaintCare shall annually report the quantity of Program Products Collected statewide and the disposition of Program Products by type statewide. This obligation will survive termination of this Agreement.

5.7 PaintCare shall require the Haulers and their subcontractors to treat, store, and dispose of in accordance with all applicable Law all Program Products picked up by Hauler from a Drop-Off Site. PaintCare shall require that any disposal or recycling facilities utilized as part of the Program are maintained in accordance with all applicable Law.

5.8 PaintCare will contract with its Haulers to arrange and provide for the ultimate disposition of the Program Products according to the following hierarchy (from most to least preferred method): reuse, recycling, fuel blending, and proper disposal.

5.9 Nothing herein creates an exclusive arrangement between PaintCare and the Service Provider. The Service Provider may not restrict PaintCare from contracting with other entities under the Program, including other service providers with collection facilities in the Service Provider's geographical region.

5.10 If PaintCare or a Hauler causes any damage to the Service Provider's or one of its subcontractor's property, PaintCare shall, at no expense to the Service Provider, either (i) promptly replace the damaged property or repair it to the condition existing before the damage, or (ii) require the Hauler to replace the damaged property or repair it to the condition existing before the damage.

ARTICLE 6 – TITLE AND RISK OF LOSS

6.1 As between the Service Provider and PaintCare, the Service Provider has title to and risk of loss and liability for any and all Program Products and Non-Program Products that the Service Provider receives under this Agreement, including any risk of loss and liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* and under state or local Law. Notwithstanding

the foregoing, once a Hauler accepts for transportation any Program Products Collected by the Service Provider under this Agreement, title to and risk of loss for those Program Products will transfer to that Hauler. PaintCare at no time takes title to or assumes liability for Program Products or Non-Program Products; however, PaintCare shall require in its contracts with its Haulers that the Haulers accept such title and risk of loss immediately upon accepting any Program Products for transportation from a Drop-Off Site.

6.2 PaintCare is not responsible for any damage to persons or property resulting from the performance of the Services.

6.3 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES; HOWEVER, NOTHING IN THIS PARAGRAPH CONSTITUTES A LIMIT OF THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS IN ARTICLE 9 ("INDEMNIFICATION").

ARTICLE 7 –PAYMENT AND INVOICING

7.1 As consideration under this Agreement, PaintCare will (i) provide Collection Bins, (ii) facilitate the transportation and processing of Program Products by Haulers as set forth in this Agreement, (iii) pay the Service Provider for any Additional Activities as set forth in this Agreement, and (iv) perform other services incident to the management of the Program.

7.2 PaintCare's payment for any Additional Activities provided by the Service Provider, if any, will be made in U.S. currency and in the manner set forth in Attachment B ("Pricing").

7.3 The Service Provider shall invoice PaintCare on a monthly basis, either by hard copy or electronically. Invoices furnished by the Service Provider under this Agreement must be in a reasonably acceptable form. PaintCare reserves the right to refuse payment of any invoice or portion thereof that is not received in a reasonably acceptable form.

a) Each invoice must include the information included in Attachment D ("Model Invoice"), and must state:

   i. the unique, identifying invoice number;

   ii. the specific work categories of Services provided for under the Agreement;

   iii. the specific quantity of units invoiced under each category, as appropriate; and

   iv. additional information as agreed to in writing by the parties that is unique to the Services being performed by the Service Provider.

b) Each invoice must include the signature of the Service Provider employee responsible for submitting the invoice and a certification that the invoice accurately reflects the work performed.

7.4 All amounts paid by PaintCare to the Service Provider are subject to audit by PaintCare.

7.5 The Service Provider shall submit all invoices to PaintCare by the method directed by PaintCare and/or at the address specified below. PaintCare shall send all payments due to the Service Provider to the address specified below.

To: PaintCare Inc.
Attn: Accounting
E-mail: paintcare@bill.com
Address: 1500 Rhode Island Ave., NW
Washington, DC 20005

To: _____
Attn: _____
Address: _____

7.6 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, PaintCare shall pay such invoice within forty-five (45) days of the date that PaintCare receives the invoice. In the event PaintCare has a good-faith objection to an invoice, PaintCare shall pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in Article 16 ("Dispute Resolution") will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider shall continue with its responsibilities under this Agreement and shall not stop providing the Services and PaintCare shall make all payments due to the Service Provider over which there is no good-faith dispute.

7.7 PaintCare's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by PaintCare. Likewise, the Service Provider's acceptance of all or part of a payment neither relieves PaintCare of any of its obligations under this Agreement nor constitutes a waiver of any claims by the Service Provider.

7.8 The Service Provider warrants that, to the best of its knowledge, all documents including invoices, billings, back-up information for invoices, and reports submitted by the Service Provider to PaintCare to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that PaintCare may rely upon all such documents and the data therein as being complete and accurate. The Service Provider shall promptly notify PaintCare upon discovering any errors or discrepancies in any documents that the Service Provider provided to PaintCare under this Agreement.

ARTICLE 8 – AUDIT AND INSPECTION RIGHTS OF PAINTCARE

8.1 PaintCare and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement and the applicable Law; and (b) consult with the Service Provider about such compliance; provided, however, that PaintCare shall not, and affirmatively disclaims any ability to, control, supervise, or manage (i) the employees of the Service Provider, (ii) the activities undertaken by the Service Provider in the

performance of this Agreement, and (iii) the means by which the Service Provider meets all requirements, including applicable Law.

8.2 PaintCare may, audit and inspect, with full access, the Service Provider's Drop-Off Sites during the Drop-Off Sites' hours of operation, as well as any other site at which the Service Provider performs the Services. PaintCare will provide the Service Provider with at least seventy-two (72) hours' notice before any such audit or inspection.

8.3 The Service Provider will maintain and make available to PaintCare, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Service Provider will permit PaintCare to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of invoices, materials, and other data related to all other matters covered by this Agreement. The Service Provider shall maintain such data and records (and ensure that any subcontractors of the Service Provider maintain any such data and records) in an accessible location and condition for a period of not less than three (3) years from the date of the final report or final payment under this Agreement, as applicable, or until after final audit has been resolved, whichever is later.

8.4 In addition to those reports detailed in Attachment A ("Scope of Work"), the Service Provider shall maintain the following records:

a. for each pick-up of Program Products by a Hauler from a Drop-Off Site, a bill of lading, manifest, or equivalent shipping documentation specifying the following:

    i. the name, address, and telephone number of both the originating Drop-Off Site and the Hauler;

    ii. the destination of the Program Products;

    iii. the quantity of Program Products being transported;

    iv. the date on which the Hauler accepted the Program Products from the originating location; and,

    v. the signatures of both the Hauler and a representative of the originating Drop-Off Site;

b. records detailing the quantity of paint managed through Direct Reuse and Reprocessing at each Drop-Off Site;

c. records of any inspections required by Law;

d. CESQG Certifications, as set forth in Appendix A to the Program Guidelines. The Service Provide may adopt its own version of the CESQG Certification, but any such certification must specifically waive, release and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, employees, successors, assigns, agents, and invitees from any and all liability and claims, and otherwise give protection to PaintCare's interests equal to the CESQG Certification in Appendix A to the Program Guidelines;

e. "Direct Reuse and Reprocessed Paint Waivers," as set forth in Appendix B to the Program Guidelines. Service Provider may adopt its own version of the Direct Reuse Paint and Reprocessed Paint Waiver, but any such waiver must

specifically waive, release, and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, employees, successors, assigns, agents, and invitees from any and all liability and claims, and otherwise give protection to PaintCare's interests equal to the Direct Reuse and Reprocessing Paint Waiver in Appendix B to the Program Guidelines; and

f. Employee Training records, as described in and required by the Program Guidelines.

8.5 The Service Provider and its representatives may (a) monitor and verify that PaintCare, its contracted Haulers, and its contracted disposal, reprocessing, or recycling providers have complied with applicable Law; and (b) consult with the PaintCare about such compliance, including the manifesting, transportation, storage, processing, and disposal of any Program Products for which the Service Provider is the generator or in any way legally responsible under applicable Law.

8.6 The Service Provider may audit and inspect, with full access, PaintCare's contracted storage, processing, and disposal facilities that handle the Service Provider's Program Products. To exercise its inspection rights of any third-party facility, the Service Provider will send a request to PaintCare. Within seventy-two (72) hours of receiving any inspection request from the Service Provider, PaintCare will arrange for an inspection of the facility during its hours of operation.

ARTICLE 9 – INDEMNIFICATION

9.1 **The Service Provider's Indemnification of PaintCare.** To the extent permitted by Law, the Service Provider, its successors and assigns, agrees to indemnify, defend, and hold harmless PaintCare and its sole member (as identified in PaintCare's Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, "Indemnified Parties") from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services (whether by the Service Provider or any subcontractor of the Service Provider), the Service Provider's operation of a Drop-Off Site, or the Service Provider's performance of its obligations under the Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Agreement attributable to an Indemnified Party.

9.2 **PaintCare's Indemnification of Service Provider.**

a. PaintCare shall indemnify, defend, and hold harmless the Service Provider, its agents, elected officials, and employees, from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including attorney fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of action of every

kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with PaintCare's performance of its obligations under the Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Agreement attributable to the Service Provider, its agents, elected officials, or employees.

b. PaintCare shall require in its contracts with its Haulers that the Haulers agree to indemnify the Service Provider, its agents, elected officials, and employees, from and against all claims, losses, damages, liabilities, expenses, and causes of action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which result from or arise out of the Hauler's (or its subcontractors') transportation or processing/disposal of any Program Products that the Hauler picks up from any of the Service Provider's Drop-Off Sites. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the negligence, willful misconduct, or breach of this Agreement attributable to the Service Provider, its agents, elected officials, or employees.

ARTICLE 10 – INSURANCE

10.1 The Service Provider at its own expense shall carry and maintain on a continuous basis the following insurance coverage (collectively, the "Required Insurance") during the term of this Agreement and thereafter as provided below:

a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than $1,000,000 each occurrence, and $2,000,000 in the aggregate. The Commercial General Liability insurance carried pursuant to this Article 10.1(a) shall include: i) comprehensive form; ii) premises – operations, improvements, and equipment; iii) explosion and collapse hazard; iv) underground hazard; v) products/completed operations hazard; vi) contractual insurance; vii) broad form property damage; viii) independent contractors; ix) personal injury; and x) all liability assumed under and indemnities provided under this Agreement;

b. Commercial Automobile Liability insurance (owned, non-owned or hired) written on an occurrence basis with limits not less than $1,000,000 for each occurrence, and $5,000,000 in the aggregate;

c. Workers' Compensation Insurance as required by the State or other applicable Law; and

d. Environmental Pollution Liability Insurance with limits not less than $2,000,000 each occurrence, and $5,000,000 in the aggregate, including coverage for on-site or off-site claims for bodily injury, death, property damage or clean-up costs, for on-site and off-site clean-up and abatement costs and natural resource damages, for releases during transportation and related claims, clean-up,

abatement or damages, and for costs incurred for clean-up or abatement or for other damages or claims at or in connection with any non-owned disposal, treatment, recycling, reclamation, unloading, storage, or other such locations on a blanket basis.

10.2 The Service Provider may utilize self-insurance to satisfy all of the obligations in this Article related to the Required Insurance. To the extent that the Service Provider relies on its self-insurance to meet its obligations, the Service Provider warrants that it satisfies all of the requirements of this Article by virtue of its self-insurance. The intent of this paragraph is to impose on the Service Provider all of the same requirements and obligations that would have been imposed on one or more insurance carriers had the Service Provider procured the Required Insurance instead of relying on self-insurance.

10.3 The Required Insurance, except for worker's compensation insurance, must contain or be endorsed to contain PaintCare, its officers, agents, and employees, as additional insureds and a waiver of subrogation in favor of PaintCare and its officers, agents, and employees. The Service Provider will obtain any endorsement that may be necessary to affect the waiver of subrogation. The Required Insurance policies (except for worker's compensation) must contain (i) a written statement in the policies or in endorsements thereto that they are each primary insurance to any other insurance available to the Service Provider or to any additional insureds or additional named insureds, and (ii) a separation of insureds provision stating that the insurance applies separately to each insured against whom a claim is made or a suit is brought and that the actions or omissions of any insured that might give rise to application of an exclusion to coverage apply only to that insured actually committing the actions or omissions.

10.4 The Service Provider shall provide a certificate of insurance complying with this Article within fifteen (15) days of execution of this Agreement or twenty-four (24) hours before Services under this Agreement commence, whichever date is earlier, demonstrating that the Required Insurance is in full force and effect and all premiums paid. The certificate of insurance must have no disclaimers of liability. All Required Insurance must be placed with insurers with rating comparable to A-, VIII, or higher, that are authorized to do business in the State. Approval of the insurance by PaintCare will not relieve or decrease the liability of the Service Provider hereunder.

10.5 For all Required Insurance policies, the Service Provider shall provide forty-five (45) days' advance written notice to PaintCare of any reduction or nonrenewal of coverage or cancellation of coverage for any reason.

10.6 Should any of the Required Insurance be provided under a claims-made form, the Service Provider, at its sole expense, shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration or termination of the Agreement, such claims will be covered by such claims-made policies.

10.7 Should any of the Required Insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual

aggregate limit must be at least double the each-occurrence or each-claim limits specified above.

10.8 Should any of the Required Insurance lapse during the term of this Agreement or during the three-year period set forth in Article 10.6 above, requests for payments originating after such lapse shall not be processed until PaintCare receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, PaintCare may, at its sole discretion, terminate this Agreement effective on the date of such lapse of insurance.

10.9 All deductibles, self-insured retentions or similar amounts are the sole responsibility of the Service Provider and will not be paid by or payable by PaintCare.

10.10 If the Service Provider will use a subcontractor to complete any portion of this Agreement or to provide any Services, the Service Provider shall ensure that the subcontractor provides insurance coverage as set forth herein and meeting all of the above requirements for the Required Insurance, including (i) naming PaintCare, its officers, agents, and employees and the Service Provider as additional insureds or additional named insured in conformity with the above provisions and (ii) providing a waiver of subrogation.

10.11 All Required Insurance is subject to reasonable audit and review by PaintCare or its designees at any time. Service Provider promptly shall cooperate with all reasonable requests made in connection with such audit or review. Within seven (7) days of any written request from PaintCare, the Service Provider shall provide PaintCare with certified copies of all binders of insurance, policies of insurance, and all endorsements thereto. If any deficiencies are found during such audit or review related to any of the Required Insurance, the Service Provider will correct the deficiencies at its sole expense as soon as reasonably possible and, in any event, within fourteen (14) days of being provided with notice thereof.

10.12 PaintCare at its own expense shall carry and maintain on a continuous basis the following insurance coverage during the term of this Agreement (collectively, “PaintCare Required Insurance”):

a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than $1,000,000 each occurrence, and $2,000,000 in the aggregate; and

b. Environmental Pollution Liability Insurance with limits not less than $1,000,000 each occurrence, and $ 1,000,000 in the aggregate.

10.13 Upon receiving a written request from the Service Provider, PaintCare shall provide a certificate of insurance evidencing insurance demonstrating that the PaintCare Required Insurance is in full force and effect and all premiums paid. All PaintCare Required Insurance is subject to reasonable audit and review by the Service Provider or its designees at any time. PaintCare promptly shall cooperate with all reasonable requests made in connection with such audit or review. Within seven (7) days of any written request from the Service Provider, PaintCare shall provide the Service Provider with certified copies of all binders of insurance, policies of insurance, and all endorsements thereto. If any deficiencies are found during such audit or review related to any of the Required Insurance, PaintCare will correct the deficiencies at its sole expense as soon

as reasonably possible and, in any event, within fourteen (14) days of being provided with notice thereof.

10.14 The PaintCare Required Insurance must be placed with insurers that are authorized to do business in the State. Approval of the insurance by the Service Provider will not relieve or decrease the liability of PaintCare hereunder.

10.15 For all Required Insurance policies, PaintCare shall provide forty-five (45) days' advance written notice to the Service Provider of any reduction or nonrenewal of coverage or cancellation of coverage for any reason.

10.16 PaintCare shall require that its Haulers carry appropriate insurance, including the following (collectively, the "Hauler Insurance"):

a. Commercial General Liability insurance written on an occurrence basis covering personal injury, property damage, and bodily injury and death with limits not less than $1,000,000 each occurrence, and $2,000,000 in the aggregate;

b. Commercial Automobile Liability insurance (owned, non-owned or hired) written on an occurrence basis with limits not less than $1,000,000 for each occurrence, and $5,000,000 in the aggregate;

c. Workers' Compensation Insurance as required by the State or other applicable Law; and

d. Environmental Pollution Liability Insurance with limits not less than $2,000,000 each occurrence, and $5,000,000 in the aggregate.

10.17 PaintCare shall require in its contracts with its Haulers that the Hauler include the Service Provider and its agents, elected officials, and employees as additional insured (by blanket endorsement) under the Hauler Insurance policies (other than Worker's Compensation).

ARTICLE 11 – TERMINATION OF AGREEMENT

11.1 Either party may terminate this Agreement or any Services under this Agreement upon prior written notice if the other party:

a. has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or

b. has violated applicable Law.

Any notice of termination must specify the date of termination and the reasons for termination.

11.2 Either party may terminate this Agreement (in whole or in connection with one or more particular Drop-Off Sites) at any time without cause upon sixty (60) days' written notice to the other party.

11.3 If this Agreement is terminated under this Article, PaintCare shall pay the Service Provider for any unpaid fees provided for herein for any Additional Activities performed before the date of the termination of this Agreement. Other than its obligation to pay the

Service Provider for any unpaid fees as provided in this paragraph, PaintCare will have no liability arising from any termination or expiration of this Agreement.

11.4 At the time of any termination of this Agreement, unless otherwise instructed by PaintCare, the Service Provider shall assemble all Collection Bins supplied by PaintCare whether or not full, and shall make them available for pick up by a Hauler at one of the Service Provider's Drop-Off Sites.

ARTICLE 12 – ASSIGNMENT AND SUBCONTRACTING

12.1 Neither party may assign, novate, or otherwise transfer (including transfer by operation by law) this Agreement or the obligations and rights hereunder without the express written consent of the other party, which consent shall not be unreasonably withheld. Any change of control by either party, constitutes an assignment that requires prior written consent. A "change of control" includes, among other items, any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of a party. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.

12.2 Either party may subcontract any part of its obligations under this Agreement. Nothing contained in this Agreement or otherwise, creates any contractual relationship between a party and any subcontractor of the other party. A subcontract does not relieve a party of its responsibilities and obligations hereunder. It is the subcontracting party's responsibility to ensure that any subcontractor is aware and complies with the terms of this Agreement relating to the services being performed by that subcontractor. The subcontracting party agrees to be as fully responsible to the other party for the acts and omissions of its subcontractors as it is for its own acts and omissions.

12.3 The Service Provider's obligation to pay its subcontractors is an obligation independent from PaintCare's obligation to make payments to the Service Provider. Neither party has an obligation to pay or to enforce the payment of any moneys to any subcontractor of the other party.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.

13.2 An occurrence of a "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

ARTICLE 14 – NOTICES

14.1 Except where otherwise expressly authorized, notice will be by email, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: PaintCare Inc.
Attn: General Counsel
Email: Legal@paintcare.org
Address: 1500 Rhode Island Ave., NW
Washington, DC 20005

[**SERVICE PROVIDER**]
To: _____
Attn: _____
Email: _____
Address: _____
_____

ARTICLE 15 – INDEPENDENT CONTRACTOR STATUS

15.1 The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

15.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.

15.3 Each party understands and agrees that all persons performing work pursuant to this Agreement on its behalf are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.

15.4 The Haulers are independent third-party contractors and are not employees, partners, subcontractors, or agents of either party. Neither party is liable for the acts or omissions of the Haulers under this Agreement.

ARTICLE 16 – DISPUTE RESOLUTION

16.1 Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.

16.2 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State, in accordance with the rules of the American Arbitration Association.

16.3 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.

16.4 Each party hereto accepts the jurisdiction of the courts of the State for the purposes of commencing, conducting and enforcing an arbitration proceeding pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party according to Article 14.1, and such notice will have the same effect as if the party had been personally served within the State.

16.5 Any decision of an arbitrator engaged under this Article is final, binding and enforceable upon both parties.

16.6 The parties shall continue to perform their respective obligations during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.

16.7 Each party hereto shall bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker shall be shared equally between the parties.

ARTICLE 17 – COMPLIANCE WITH LAW

17.1 Each party shall comply with all Law applicable to the performance of its obligations under this Agreement.

17.2 The Service Provider shall promptly notify PaintCare in writing upon discovery of any material failure, or any allegation of any material failure, of the Service Provider or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.

17.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed on or afforded to the parties under applicable Law.

ARTICLE 18 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE

18.1 The Service Provider shall place the greatest importance and priority on safety, health, and environmental protection during performance of the Services.

18.2 The Service Provider is responsible for safety, health, and environmental protection related to the performance of the Services and shall take appropriate measures required by applicable Law and legal standards to ensure that it (and any of its subcontractors):

a. provide and maintain safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed, including adjacent areas;

b. protect and safeguard (i) all persons at or in proximity to the Services, including those in adjacent areas, from risk or injury and danger to health, and (ii) all property and equipment from damage or loss;

c. comply with all applicable Law governing the generation, handling, management, treatment, storage, or disposal of hazardous wastes, including the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and all requirements for household waste collection facilities pursuant to all applicable permits and state law; and

d. comply with all other applicable health, safety and environmental Law, including the requirements of the U.S. Occupational Safety and Health Administration ("OSHA"), U.S. Environmental Protection Agency ("EPA"), delegated state programs authorized by OSHA and EPA.

18.3 The Service Provider shall notify PaintCare within twenty-four (24) hours of any circumstance or occurrence during the performance of the Services that requires reporting to any governmental authority under any applicable permit or Law, including reporting to the National Response Center because of the release of a reportable quantity of hazardous substances pursuant to 42 U.S.C. § 9603 or under applicable state or local law. The Service Provider shall ensure that any such reports are made within the applicable time limits and shall not delay making such reports because of any inability to notify PaintCare.

18.4 In the event of any action or occurrence during the performance of the Services which causes or threatens a release of a hazardous substance, hazardous waste, or hazardous material into the environment which presents or may present an imminent and substantial endangerment to public health or welfare or the environment and/or requires cleanup or a response action under applicable Law, the Service Provider shall (i) immediately take all appropriate action to prevent, abate, minimize, and cleanup such release and endangerment in conformance with applicable Law and cleanup standards, and (ii) notify PaintCare of the incident within twenty-four (24) hours. As between the parties, the Service Provider is solely responsible for the costs of such action and any liability and damages of any type arising from any action or occurrence identified in this Article. The Service Provider shall not delay the undertaking of appropriate action because of any inability to notify PaintCare.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY

19.1 The Service Provider will not disclose the terms of this Agreement to any third party without PaintCare's prior written authorization, except as may be otherwise provided hereunder or required by law (including the Colorado Open Records Act). Nothing in

this Agreement prohibits the Service Provider from publishing its role and participation in the PaintCare program. Notwithstanding the foregoing the Service Provider shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the PaintCare service mark without the prior written consent of PaintCare, which consent will not be unreasonably withheld. The Drop-Off Sites and any events may be listed, referenced, or advertised as Collection sites by PaintCare for the Program during the term of this Agreement in accordance with the Program Guidelines.

19.2 To the extent that the Service Provider is subject to disclosure requirements under the Colorado Open Records Act and/or other applicable federal, state, and local public record laws (collectively, "the Disclosure Laws"), the following additional terms apply:

a. In the event the Service Provider receives a request under the Disclosure Laws for disclosure of this Agreement or any portion thereof, the Service Provider may comply with the request as required under the Disclosure Laws. The Service Provider must notify PaintCare in writing within five (5) business days of making any such disclosure, such notification to include the identity of the requestor and a copy of what information was disclosed.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

20.1 **No Waiver.** The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

20.2 **Selective Waiver.** Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect, and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

20.3 **Entire Contract/Order of Precedence.** This Agreement and all attachments and exhibits hereto, including the Program Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents are to be resolved in accordance with the following descending order of precedence:

a. Attachment A (“Scope of Work”);

b. the terms of this Agreement;

c. Attachment E (Program Guidelines);

d. Attachment B (“Pricing”);

e. Attachment C ("Drop-Off Site Information"); and

f. Attachment D ("Model Invoice").

20.4 **Amendment or Modification.** Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.

20.5 **Governing Law.** This Agreement is executed and intended to be performed in the State, and the laws of the State shall govern its interpretation and effect. Any legal proceedings regarding this Agreement initially shall be brought before a court of jurisdiction prescribed by law in the State.

20.6 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

20.7 **Calendar Days.** Any reference to the word "day" or "days" herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.

20.8 **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.

20.9 **Authorization.** Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.

20.10 **Survivability**. All continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including the continuing obligations in the following articles: Article 6 ("Title and Risk Of Loss"); Article 8 ("Audit And Inspection Rights Of PaintCare"); Article 9 ("Indemnification"); Article 10 ("Insurance"); Article 16 ("Dispute Resolution"); Article 17 ("Compliance With Law"); Article 18 ("Safety, Health, And Environmental Protection; Releases Of Hazardous Substances; Emergency Response"); And Article 19 ("Confidentiality/Publicity").

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

By:

_____	_____
Authorized Signatory **PaintCare Inc.**	Authorized Signatory **Service Provider**
_____	_____
Print Name	Print Name
_____	_____
Print Title	Print Title
Date: _____	Date: _____

ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider shall do the following:

1) Collect Program Products and Loose Pack them into Collection Bins to be picked up by Haulers.

2) Notify PaintCare when there are at least five (5) Collection Bins full of Program Products ready for pick up by a Hauler, or sooner if pickups are necessary for the Service Provider to comply with storage limits or other applicable Law.

3) Manage all collected Program Products gathered through the Drop-Off Sites only in the following ways and not dispose of Program Products in any other method without the written approval of PaintCare:

   a) By Loose Packing;

   b) By placing suitable latex or oil-based Program Products “as is” out for Direct Reuse;

   c) By Reprocessing; or

   d) By Bulking.

4) Undertake Internal Transportation, at the Service Provider’s discretion and responsibility.

5) Report directly to PaintCare any spills or health or safety incidents as provided in the Agreement.

6) Provide to PaintCare a minimum of ninety (90) days’ advance notice of any Temporary Collection Events conducted by the Service Provider that include the Collection of Program Products to be picked up by Haulers at the Temporary Collection Event.

7) Provide reports to PaintCare on a monthly basis, within thirty (30) days of the end of each month, containing the date and location of any Temporary Collection Events held by or on behalf of the Service Provider.

ATTACHMENT B: PRICING

PaintCare will provide compensation for Direct Reuse according to one of the following options:

Direct Reuse Option 1 (Per-Container)*	Direct Reuse Option 2 (Per-Gallon)**
$6.00 per 5-gallon container $1.20 per 1-gallon container $0.30 per 1-quart container	$1.60 per gallon
**To receive compensation on a per-container basis, all Program Product containers managed via Direct Reuse must be at least fifty-percent (50%) full.* *PaintCare does not offer compensation for containers smaller than 1-quart under the per-container reimbursement option.* *Invoices for Direct Reuse must separately break out the number of containers of oil-based Program Products versus latex Program Products.*	***Gallons may be estimated according to any process that reasonably approximates actual volume. If requested by PaintCare, Service Provider must provide a detailed explanation of its estimation process.* *Invoices for Direct Reuse must separately break out the number of gallons of oil-based Program Products versus latex Program Products.*

PaintCare will provide compensation for other Additional Activities as set forth below:

Additional Activity	Description	Unit Price
Bulked Paint Rate (Latex)	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked latex paint that is picked up by a Hauler. Rate includes drum cost.	$___ per Bulked 55-gallon drum
Bulked Paint Rate (Oil-based)	PaintCare agrees to pay to the Service Provider for every 55-gallon drum of Bulked oil-based paint that is picked up by Hauler. Rate includes drum cost.	$___ per Bulked 55-gallon drum

Additional Activity	Description	Unit Price
Paint Reprocessing Rate (Latex)	PaintCare agrees to pay to the Service Provider for each gallon of Reprocessed latex paint produced from Program Products that is actually taken by a public consumer, whether sold or given away without charge.	$ ___ per gallon
Internal Transportation Rate	PaintCare agrees to pay to the Service Provider per ___ [*specify unit – e.g., tote, drum*] for the Internal Transportation of non-hazardous Program Products from Drop-Off Site(s) to the Service Provider's primary Drop-Off Site.	$___ per ____

Attachment C: Drop-Off Site Information

Please provide all applicable information for each facility/event to be covered by this Agreement.

A. Basic Site Information	
1. Name of site	
2. Street address for site	
3. City, state, zip code for site	
4. Permit holder (if applicable)	
5. Service area (counties/cities/towns)	
6. Type of Site: ☐ HHWCF ☐ One-Day HHW Event ☐ Transfer Station ☐ Paint-Only Event ☐ Other: _____	
7. If One-Day Event: Date/Hours	

B. Contacts	
8. Primary contact's agency/company	
9. Primary contact's name and title	
10. Primary contact's email and phone #	
11. Second contact's agency/company	
12. Second contact's name and title	
13. Second contact's email and phone #	

C. Information for Household Customers	
14. Phone # for households	
15. Website for households	
16. Days/hours for households	
17. Volume limits for households	

D. Info for Businesses (if applicable)	
18. Days/hours for businesses	
19. Phone # for businesses, if different	
20. Website for businesses, if different	
21. Admin fee for businesses, if any	
22. Volume limits for businesses	

E. Other	
23. Is paint given away for reuse?	☐ yes ☐ no
24. Best newspapers and radio stations for promoting this site?	
25. Would you like PaintCare to list this site in print ads* in your area?	☐ yes ☐ no
26. Additional info or special notes for your site on PaintCare's site locator	

**Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads.*

Drop-Off Site Information #2

Please provide all applicable information for each facility/event to be covered by this Agreement.

A. Basic Site Information

1. Name of site
2. Street address for site
3. City, state, zip code for site
4. Permit holder (if applicable)
5. Service area (counties/cities/towns)
6. Type of Site: ☐ HHWCF ☐ One-Day HHW Event ☐ Transfer Station ☐ Paint-Only Event ☐ Other: _____
7. If One-Day Event: Date/Hours

B. Contacts

8. Primary contact's agency/company
9. Primary contact's name and title
10. Primary contact's email and phone #
11. Second contact's agency/company
12. Second contact's name and title
13. Second contact's email and phone #

C. Information for Household Customers

14. Phone # for households
15. Website for households
16. Days/hours for households
17. Volume limits for households

D. Info for Businesses (if applicable)

18. Days/hours for businesses
19. Phone # for businesses, if different
20. Website for businesses, if different
21. Admin fee for businesses, if any
22. Volume limits for businesses

E. Other

23. Is paint given away for reuse? ☐ yes ☐ no
24. Best newspapers and radio stations for promoting this site?
25. Would you like PaintCare to list this site in print ads* in your area? ☐ yes ☐ no
26. Additional info or special notes for your site on PaintCare's site locator

**Site listings in print ads are for permanent sites only. PaintCare does not list one-day events in print ads.*

ATTACHMENT D: MODEL INVOICE

Service Provider Name:

_____

Unique Identifying Invoice Number:

_____

Drop-Off Site Location or Temporary Event Location/Date:

_____
_____
_____

Make checks payable to:

_____

Mail payment to:

_____
_____
_____

Additional Activity	Quantity of Units Included	Unit Price	Invoiced Amount
Direct Reuse (tracked per-container)			
5-Gallon Containers (Latex)	___ containers	$6.00 per container	
1-Gallon Containers (Latex)	___ containers	$1.20 per container	
1-Quart Containers (Latex)	___ containers	$0.30 per container	
5-Gallon Containers (Oil-Based)	___ containers	$6.00 per container	
1-Gallon Containers (Oil-Based)	___ containers	$1.20 per container	
1-Quart Containers (Oil-Based)	___ containers	$0.30 per container	
Direct Reuse (tracked per-gallon)			
Direct Reuse (Latex)	___ gallons	$1.60 per gallon	
Direct Reuse (Oil-Based)	___ gallons	$1.60 per gallon	

Additional Activity	Quantity of Units Included	Unit Price	Invoiced Amount
Latex Paint Reprocessed	___ gallons	$___ per gallon	
Latex Paint Bulked	___ Bulked 55-gallon drum	$___ per Bulked 55-gallon drum	
Oil-Based Paint Bulked	___ Bulked 55-gallon drum	$___ per Bulked 55-gallon drum	
Internal Transportation		$___ per ____	
		Total:	

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks reimbursement through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.

Signed:

Print Name:

Company Title:

Date:

ATTACHMENT E: COLORADO ARCHITECTURAL PAINT RECOVERY PROGRAM GUIDELINES FOR HHW DROP-OFF SITES

*****(attached separately)*****