



Midwest Product Destruction and Recycling

1600 East Euclid Ave.
Des Moines, IA 50313
(515) 265-4275

CARDBOARD COMMODITY AGREEMENT

Company Information	Company Contact
Company:	Name:
Address:	Phone:
City, State, Zip:	Email:

Billing Information	Billing Contact
Company:	Name:
Address:	Phone:
City, State, Zip:	Email:

Product Information	
Product Name:	Container Size:
Description:	Container Type:
Delivery/Pick Up Date:	Number of Cases:
Destruction Date:	Destruction Time:
Proposal Number:	Total Commodity Returned: (See Schedule A)

THEREFORE, in consideration of their mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, MWPDR and Customer hereby agree to the terms of this Agreement.

Terms and conditions of Product Destruction Agreement

- 1. Product Destruction Services.** MWPDR agrees to bale and recycle, Customer's Products which has been approved for delivery/pickup by MWPDR. MWPDR fulfills the obligation to keep the product from entering the public realm in a manner in which the product could be reconstituted or that is a violation of any environmental regulations. MWPDR agrees to return the Customer's gaylords and pallets after each delivery. Any other materials may be subject to an additional disposal fee.
- 2. Transportation.** If the customer is providing their own transportation then the customer shall delivered the product on agreed delivery date. If the customer requests MWPDR transportation services, MWPDR will issue a transportation quote in the proposal as a confirmation of the current transportation rate. The customer is responsible for all delays (beyond agreed time) caused by the loading or unloading facility and will be charged accordingly. All cancellations that are not made within 24 hours of the scheduled pick up time will be charged in full to the customer.
- 3. Payment.** MWPDR will issue a check to Customer at the 1st of each month for the commodity received the previous month.
- 4. Indemnification.** Each party (the "Indemnitor") hereto shall defend, indemnify and hold harmless the other party and its respective partners, parent companies, subsidiaries, and affiliates, and, in the case of MWPDR, its client communities (an "Indemnified Party"), from and against any and all costs, losses, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, and injuries to or death of persons, including Indemnified Party's employees, caused by or resulting from the breach of this Agreement or applicable law, negligence or willful misconduct of the Indemnitor, its employees, haulers, contractors, or

subcontractors. Neither party shall be liable to the other for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever. Said duties to indemnify, defend and hold harmless shall survive the termination of this Agreement.

5. **Compliance with Law; Force Majeure.** The parties shall comply with all applicable local, state and federal laws in connection with its performance of and activities in connection with this Agreement. Customer shall also comply with the work and safety rules promulgated to govern operations at the Facility. Except for the obligation to pay for services rendered, no parties hereto shall be liable for its failure to perform hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, or acts of God, herein called "Events of Force Majeure." The financial inability to perform of a party is not an Event of Force Majeure.
6. **Insurance.** Each party shall maintain, and furnish to the other, upon request, certificates attesting to the existence of, workers' compensation insurance providing statutory benefits, employer's liability insurance with policy limits of not less than \$1,000,000, automobile and commercial general liability insurance with policy limits of not less than \$2,000,000 each occurrence for bodily injury or death and \$2,000,000 each occurrence for property damage liability, and pollution liability insurance having a minimum limit of \$2,000,000 per occurrence. Each such certificate shall contain a statement of the insurer's obligation to notify the other party at least 30 days prior to cancellation of any policy covered thereunder. Each party shall cause the aforesaid liability policies (with the exception of workers' compensation and pollution liability) to be duly and properly endorsed by its insurance underwriters as follows: a) to provide an endorsement naming as additional insured, and waiving subrogation in favor of, the Indemnified Parties; b) to contain a standard cross liability and severability clause; c) to provide that said insurance shall be primary in all instances with respect to CRINC's insurance, which shall be secondary and non-contributing at all times; and d) to provide contractual liability coverage.
7. **Term; Termination.** This Agreement may be terminated by either party upon 2 days' written notice. Any obligation of any party for the payment of money which arose prior to the date of termination shall survive termination.
8. **Choice of Law.** This agreement shall be governed by the laws of the State of Iowa, without regard to the principles of conflict of law.
9. **Advertising; Publicity.** Neither party shall use the name of the other party or any of its affiliates or related companies or customers in any publicity or advertising or disclose any information related to the existence of this Agreement or the terms and conditions of this Agreement hereof, without the prior written consent of the other party.
10. **Miscellaneous.** (a) This Agreement constitutes the entire understanding between the parties and supercedes all prior negotiations, understandings, and agreements concerning Product Destruction service. No changes to this Agreement will be effective unless in writing and signed by the party to be bound. (b) No failure by either party to insist on performance shall operate as a waiver of other or subsequent breaches. (c) Neither party shall assign its rights or delegate its duties under this Agreement to any other person without the prior written consent of the other party, such consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto. (d) If any provision of this Agreement is held to be unenforceable, this Agreement shall be reformed, but only to the extent necessary to render it enforceable. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original and all of which together shall constitute one and the same instrument.

Company

Authorized Signature Date

Print Name

Title

Midwest Product Destruction and Recycling

Company

Authorized Signature Date

Print Name

Title