

REPETITIVE SERVICES AGREEMENT



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Between:

Town of Fort Frances ("Client")

and

The Electronic Recycling Association of Alberta ("Contractor")

The parties agree as follows:

1. Contractor shall provide the electronic recycling services ("Services") as required by Client in accordance with the terms of this Agreement.
2. In consideration for provision of the Services by Contractor to Client, and subject always to the provisions of this Agreement, Client shall pay the Contractor an Annual Membership fee of \$500.00.
3. Subcontracting
 - (a) Contractor shall remain liable and responsible to Client for the actions and omissions of any subcontractor and shall ensure that any subcontractor strictly adheres to all terms of this Agreement, including any safety requirements referred to herein.
4. Term
 - (a) The service agreement is for a Term, commencing on **May 18th 2022** and ending automatically on **May 17th 2023**, unless terminated earlier in accordance with the provisions set out below (Section 5), or extended by mutual, written agreement.
5. Termination
 - (a) The parties may terminate this Agreement at any time during the term of the agreement by providing 30 days written notice, without any further obligation or compensation other than any outstanding amounts, for services provided prior the termination date.
6. Pricing, Membership and Pickups.
 - (a) As agreed in Schedule A (attached)
 - (b) Invoicing and Payment Terms
Net 30 from invoice date.
Approved Payment method: Cheque, Credit Card or EFT
Accounts Receivable
Chantelle Coddington
403-261-9097 / chantelle@era.ca
7. Confidentiality

Contractor shall:

 - (a) not make use of any Client Confidential Information for its own personal gain or for any purpose other than is required to provide the Services;

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- (b) not disclose any Client Confidential Information to any person except employees, subcontractors, consultants or agents who have a need to know such information consistent with the provision of the Services, but only after such person has properly assumed obligations identical in principle to those in this Section and Contractor ensures that such person at all times complies with those obligations;
 - (c) employ diligent efforts and exercise reasonable care to hold all Client Confidential Information in the strictest confidence;
 - (d) not use Client's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of this Agreement or Contractor's relationship with Client without first obtaining written consent from Client; and
8. "Client Confidential Information" refers to any and all information, material and data disclosed to Contractor or obtained by Contractor in connection with providing the Services, directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection of parts or equipment, and including without limitation:
- (a) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of Client;
 - (b) "personal information" as defined in the Personal Information Protection and Electronic Documents Act (Canada) (and any applicable similar information protected by provincial legislation that may be enacted).
 - (c) The provisions of this Section shall survive the expiration or termination of this Agreement.

Each party represents and warrants to the other that it has all requisite power and authority to enter into this Agreement and to perform its obligations and that this Agreement has been duly authorized, executed and delivered by it and constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the parties acknowledge that they have read this Agreement, understand it and agree to be bound by it and have caused this Agreement to be executed by their duly authorized representatives effective as indicated below.

Town of Fort Frances

By: _____

Name (print) _____

Title (print): _____

Electronic Recycling Association of Alberta

By: _____

Name: Danny Salkanovic

Title: Senior Account Representative

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"Schedule A"

The parties agree that ERA will provide the following services upon request as follows:
****the following services are offered to the client at the following rates and are not required to be used by the client or their affiliates****

The below Discounts are valid up to \$10,000.00 Spent. After the cap has been reached, services will return to full price.

Pickup Service:

Local pickups will be free of charge

****remote locations, %50 discount on 3rd party services****

Use of Collection Receptacles (type or volume as required based on availability) – Free

Inventory/Certification - Free:

Collection Certificate on site outlining the equipment collected

Serial number reporting available upon request for any service

All Certification (Data, Receipt, and Confirmation) is issued within 10-15 days after the service has been completed

Data Services:

Software Based Data Erasure Services – Free

Fees for hard drive on site shredding services will be \$2.50 per hard drive + \$125.00 on site charge.

Fees for hard drive off site shredding services will be \$2.50 per hard drive

Fees for CD and Floppy Disk off site shredding services will be \$0.50 per CD/Floppy Disk.

Fees for hard drive shredder rental will be \$750.00 per day.

****on site shredding & rentals are not available with remote locations & 3rd party services at this time****

Accepted Items:

Consumer Electronics (gaming consoles, iPods and mp3 players, stereo equipment etc)

Desktop Computers (PC & Mac, monitors, parts, motherboards etc)

Handheld devices (smart phones, cell phones, tablets etc)

Laptops (PC & Mac, docking stations, parts, cables etc)

Printers (Inkjet & Laserjet, plotters, copiers, scanners, fax machines etc)

Peripherals (Keyboards, mice, CD/DVD roms, cards, accessories etc)

Phone Systems

Racks and miscellaneous (Server racks, lab equipment, disk ar-rays etc)

Servers (Rack mount, stand alone, all brands etc)

Software (operating system, editing, design etc)

Specialty items (Cisco networking, switches, routers etc)

Additional items/services charged for:

TV \$5.00

Small Appliance (Microwave, etc) \$10.00

Floor Unit Photocopiers \$72.50