



**Kline Enterprises, Inc.**  
**D.B.A. Kline Recycling and Asset Management**  
410 E Crescent St  
Gilman, IL 60938  
Telephone: (224) 999-0785

**ELECTRONIC RECYCLING and ASSET MANAGEMENT  
2015 SERVICES AGREEMENT**

**THIS DOCUMENT PREPARED FOR: \_\_\_\_\_**



## **DISPOSAL OF ELECTRONIC WASTE**

Kline Recycling and Asset Management (“KRAM”) agrees to remove and dispose of applicable functional, non-functional, decommissioned, and end-of-life electronic equipment, such as, but not limited to desktop computer and components, laptop computers and components, server computers and equipment, monitors, televisions, peripheral devices and accessories of such devices (“Equipment”) from \_\_\_\_\_ locations. Disposal of such equipment will be completed according to all Environmental Protection Agency (“EPA”) standards.

KRAM staff will provide equipment removal and pickup, including but not limited to physical removal of equipment, palletizing of equipment, loading and hauling of equipment to KRAM’s secure facility. Collection boxes and pallets will be available upon request for easy loading and removal.

Equipment in functional condition will be completely relieved of all identifying materials and data, then repurposed for use in the private sector or donated to non-profit organizations. The EPA strongly encourages and prefers reuse as the first option in responsibly managing electronic waste.

Equipment received in non-functioning condition will be completely disassembled and separated into components.

- HDPEs, LDPEs, thermoplastics and other plastic polymers will be sent to licensed plastic recycling facilities, such as *Green Earth Plastic Recycling* of Joliet, IL.
- Metals will be separated and sent to local recycling centers.
- PCBs and other circuit boards will be sent to EPA-certified and fully licensed metal reclamation facilities, such as *SiPi Metals Corporation* of Chicago, IL.
- Televisions and other lead-glass equipment will be sent to specialized collection and recycling centers at the expense of KRAM. Such facilities are often operated by manufacturers of the electronic equipment in question.

No equipment will ever reach a landfill. KRAM publishes all pertinent data, such as weights of recycled equipment, weights and types of waste disposed of, as well as carbon emission data on our website, <http://www.kline-enterprises.com/waste>

## **DESTRUCTION OF DATA**

KRAM utilizes the industry standard DoD 5220.22-M sanitization method for data destruction. Erasing a hard drive using the DoD 5220.22-M data sanitization method will



prevent all software-based file recovery methods from lifting information from the drive and should also prevent most if not all hardware based recovery methods. The DoD 5220.22-M data sanitization method is implemented in the following way:

Pass 1: Writes a zero and verifies the write

Pass 2: Writes a one and verifies the write

Pass 3: Writes a random character and verifies the write

If further data protection is needed, KRAM offers National Association for Information Destruction (“NAID”) certified complete destruction of hard drives. This service includes software-based data destruction, then degaussing of each hard drive. Subsequently, each drive is mechanically shredded to NAID standard. We offer both in-house and mobile (at your location) NAID-certified data destruction at additional costs.

KRAM agrees to perform erasures of **all data on all hard drives and flash memory** tendered by \_\_\_\_\_. KRAM will remove all physical asset tags, identifying labels, software asset codes and erase all electronic data of \_\_\_\_\_ and its subsidiaries from all equipment. All sensitive information will be forever destroyed.

## **CERTIFICATES OF DESTRUCTION, ASSET & INVENTORY MANAGEMENT**

KRAM agrees to provide record of all equipment received by means such as model number, serial number and asset tag number. A summary of equipment and certificates of destruction of software and data received will be provided to \_\_\_\_\_ no more than **seven days** after the date of the pick-up. A sample of this summary can be found at <http://www.kline-enterprises.com/cod.doc>

## **CONFIDENTIALITY**

Throughout the term of this Agreement, KRAM will likely receive and otherwise be exposed to \_\_\_\_\_’s confidential and proprietary information. KRAM acknowledges and agrees that any such proprietary information to which its employees and agents are exposed as a result of this Agreement is confidential and secret in nature and will be safeguarded. Accordingly, KRAM agrees not to reproduce any such information, and not to divulge all or any part of the information in any form to any third party.



**DATA AND COPYRIGHT AGREEMENT**

KRAM agrees that, at all times during the term of this Agreement, it will maintain confidentiality and will not permit the release of any data, or information in any form. In any event, upon expiration or termination of this Agreement for any reason, KRAM hereby agrees to return, or destroy any data in its possession as a result of performing services during the term of this Agreement. KRAM agrees that copyrighted works of \_\_\_\_\_ may not be copied or distributed without written permission of \_\_\_\_\_.

**LIMITATION OF LIABILITY**

Except for KRAM’s obligations related to compliance with environmental laws and statutes, destruction of software and data, and indemnifications set forth in this agreement, neither KRAM nor \_\_\_\_\_ will be liable to the other hereunder for any indirect, special, consequential or punitive damages however arising, except for KRAM’s obligations in the aforementioned areas, the limit of either party’s liability for any and all claims arising from or related to this agreement shall not, in the aggregate, exceed the total value of equipment tendered under this agreement.

**SUBSCRIPTION FEES**

Effective \_\_\_\_\_, \_\_\_\_\_, an annual fee will be collected for the following services. Fees must be paid in full prior to the first pick-up occurs. Annual fees will be assessed from the following service plans available:

***Basic*<sup>α,β,γ</sup> – One-Time Pick Up, Per Location – \$250**

This plan is a single use agreement for a single equipment\* pickup at one location. Pallets, boxes, transportation, and labor included.

Initials: \_\_\_\_\_

***Business*<sup>α,β,γ</sup> – Three Annual Pick Ups, Per Location – \$600**

This plan is a multiple use agreement for three equipment\* pick-ups at one location. Pallets, boxes, transportation, and labor included.

Initials: \_\_\_\_\_

***Enterprise*<sup>α,β,γ</sup> – Unlimited Pick Ups, Per Location – \$779**

This plan is a multiple use agreement for unlimited equipment pick-ups at one location. Pallets, boxes, transportation, and labor included.

Initials: \_\_\_\_\_



## RESTRICTIONS

<sup>α</sup>Acceptance rate for any subscribed plan is not to exceed 26 pallets per week, per agreement, unless otherwise specified in writing. If a pickup exceeds 26 pallets of equipment, please notify us immediately for custom billing.

<sup>β</sup>All equipment, such as but not limited to, personal electronics, televisions, and keyboards/mice, must have all non-detachable power or data cables to be accepted without a processing fee.

<sup>γ</sup>KRAM reserves the right to charge the current rate for bulk CRT recycling, as necessary. The maximum allowable quantity for free CRT recycling is equal to the weight of other equipment recycled by the same supplier. Any device with a CRT tube will be considered CRT recycling.

## TERMS

This agreement will become effective on the date last signed below and will remain in full effect unless either party terminates by providing 30 days advance written notice.

KRAM reserves the right to change equipment acceptance policies or billable rates without notice, however, will provide a detailed summary of changes to our client prior to service or collection date.

With the intention of being legally bound, the foregoing terms and conditions described herein are accepted as the complete agreement of the following parties:

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EMPLOYEE NAME  
EMPLOYEE POSITION  
Kline Enterprises, Inc  
Kline Recycling and Asset Management

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CLIENT NAME  
CLIENT POSITION  
ON BEHALF OF COMPANY