



## FOAM RECOVERY GRANT AGREEMENT

This agreement is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Foodservice Packaging Institute, Inc. (FPI) and Henderson County Solid Waste, (Grantee) individually and collectively the "Party" or "Parties".

FPI desires Grantee to recover post-consumer polystyrene foam, including foodservice packaging, as part of their recycling program and Grantee desires to undertake such efforts, on the terms set forth in this Agreement.

### SECTION 1: RECYCLING OF POST-CONSUMER FOAM

During the term of this Agreement, Grantee shall a) sort or cause to be sorted post-consumer polystyrene foam, including foodservice packaging, at the recycling facility located at 191 Transfer Station Drive, Hendersonville, NC 28791 ("Recycling Facility"); b) offer at no additional charge, post-consumer polystyrene foam, including foodservice packaging, recycling opportunities to all of its residential customers whose material is delivered to the Recycling Facility; and c) sell densified loads of post-consumer polystyrene foam to markets.

Total Households served by the Recycling Facility (Henderson County, NC): **55,000**

Grantee represents and warrants that upon installation of the equipment described in Section 2 below, that Grantee will have, and therefore will maintain, the facilities and expertise necessary to perform this Agreement. Grantee acknowledges that it is not relying on any expertise of FPI with respect to the suitability of the equipment to be installed pursuant to the grant referenced in Section 2 below for post-consumer polystyrene foam recycling or other recycling purposes, nor has Grantee relied, nor does it expect to rely, on any expertise of FPI with respect to post-consumer polystyrene foam recycling or to the sales or marketing of densified loads of post-consumer foam.

FPI does not, by making grant money available to Grantee as set forth in Section 2 below, make any representation that it has any expertise with respect to post-consumer polystyrene foam recycling, nor warrant the fitness of any recycled post-consumer polystyrene foam product for any particular use nor otherwise endorse such use. The determination to use or not use any such product for a particular purpose shall be made solely by the purchaser of such product.

FPI does not, by making grant money available to Grantee as set forth in Section 2 below, assume any liability for the processes to be used by Grantee in performing its post-consumer polystyrene foam recycling functions hereunder or for the safety of Grantee's employees, agents or contractors in so doing. Grantee shall have the responsibility of maintaining a safe workplace.



## **SECTION 2: GRANT**

FPI will provide a one-time grant of **\$40,000** to the Grantee towards the purchase of equipment that the Grantee shall use in performing its duties under this Agreement. The grant funds shall be paid upon confirmation from the Grantee that a) the equipment is on-site and operational at the Recycling Facility; b) that post-consumer polystyrene foam, including foodservice packaging, recycling is underway; and c) that residential customers have been informed that post-consumer polystyrene foam, including foodservice packaging, can now be delivered to the Recycling Facility. Grantee shall provide a written request for the grant funds that includes documentation that the above conditions have been met by Grantee within 6 months of the execution of this agreement. The date of the grant fund request shall be the effective date for purposes of this Agreement ("Effective Date").

## **SECTION 3: COMMUNICATION**

FPI and grantee will work in partnership to provide project related communication resources. This will include a sample press releases, web site content, related graphics, and social media messaging. Written communication from the grantee as it relates to the announcement of the FRC grant award, notice to the general-public regarding the addition of polystyrene foam and kickoff of the new collection program, web site content and other press releases related to the collection of polystyrene foam will be approved by FPI prior to its public release.

## **SECTION 4: REPORTING**

For the term of this agreement, Grantee shall provide FPI with a written report each quarter after the equipment is installed that shows a) the total pounds of post-consumer polystyrene foam, including foodservice packaging, recovered and densified for market (both on-site as well as already shipped) at the Recycling Facility during that 3-month period and b) the total tons of all recyclables shipped from the Recycling Facility during that period. Grantee understands that FPI will mention the facility in publicity materials including press release and case study and that data from the Grantee's reporting will be shared in aggregate as part of those publicity materials. Grantee agrees to cooperate in publicizing the benefits of recycling polystyrene foam.

## **SECTION 5: TERM AND TERMINATION**

The term of this agreement shall be three (3) years from the Effective Date. This Agreement shall automatically terminate upon expiration of the term. This Agreement may be terminated by either Party due to breach by the other Party of any material provision of this Agreement and fails or is unable to cure the breach within 45 days of receipt of notice of breach from the other Party.

## **SECTION 6: HOLD HARMLESS**

Each Party agrees to defend, hold harmless and indemnify the other Party and its officers, directors, employees and representatives from and against all liabilities, damages and costs, including reasonable attorney's fees, arising out of any third-party claims caused by or resulting from the breach of this Agreement by the other Party.

