



Agreement for Computer Refurbishing

This agreement, dated September 24, 2008, is by and between the **Town of Apple Valley (Town)**, having offices at 14995 Dale Evans Parkway, Apple Valley, and

Algot Stephenson, 21098 Sioux Road, Apple Valley, a private individual and Community Microsoft Authorized Refurbisher (**Refurbisher**), who hereby agree as follows:

1. **Town** is an authorized collector of Covered Electronic Waste (CEW) as defined in Cal. Public Resources Code § 42463 (Deering 2004), and California citizens are able to legally dispose of old computer equipment by depositing them at the Town's Household Hazardous Waste Collection Center, located at 22411 Highway 18, at the Public Works Yard.
2. **Refurbisher** is interested in refurbishing appropriate computer equipment which he can provide to non-profit agencies and institutions within the Town of Apple Valley such as schools without cost or charge to the agency as a community service.
3. **Town** desires to support **Refurbisher** in this community service and to that end will allow **Refurbisher** to examine incoming computer equipment disposed of at the Public Works Yard to assess its potential for refurbishing for community use, with the understanding that **Refurbisher** commit to take every reasonable action to destroy any and all existing data on disposed equipment.
4. **Refurbisher** agrees to reformat all hard drives in any equipment he processes so as to render previously stored data inaccessible to future users of said equipment.
5. **Refurbisher** agrees to indemnify, defend and hold harmless the **Town**, its officers, agents, employees and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of his refurbishing and donating of any computer equipment and for any reasonable costs and expenses incurred by the **Town** on account of any claim therefor, except where said indemnification is prohibited by law.
6. **Refurbisher** will provide proof of acceptable insurance coverage to the **Town** including automobile insurance on all vehicles and equipment used on the Town's site.
7. **Refurbisher** agrees to abide by the standards for the acceptable treatment of hazardous waste as specified in the Final Text of Regulations Electronic Hazardous Waste Effective February 3, 2003; Department Reference Number R-01-06; specifically, Article 7 Standards for CRT Materials Handlers, as well as those best practices associated with handling other qualified materials covered under this contract.
8. **Refurbisher** agrees to comply with all applicable Federal, State and Contractor laws, regulations and policies in carrying out its responsibilities under this Contract.

9. The parties agree that this Agreement is terminable at will at any time by either party hereto, via written notice. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by both of the parties hereto.
10. Any portion of this Agreement determined in a court of law to be invalid shall not nullify the remainder of the Agreement as valid and in force.
11. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors and assigns.

Town of Apple Valley

By: _____
Diana McKeen
Municipal Services Manager

Date

Algot Stephenson, Refurbisher

Algot Stephenson

Date