

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
7501 NORTH JOG ROAD  
WEST PALM BEACH, FL 33412  
PHONE: (561) 640-4000 FAX: (561) 640-3400**

**COMMERCIAL MATERIAL PURCHASE AGREEMENT APPLICATION**

Seller's Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Type of Business: Individual: ( ) Corporation: ( ) Partnership: ( ) Other ( )

**AGREEMENT:** It is expressly understood that by signing this document, Seller agrees to the terms and conditions set forth on the face and reverse side of this document.

- All vehicles used for delivery must have a Solid Waste Authority decal issued upon first weigh-in.
- All vehicles must notify the Weighmasters upon weigh-in that they are a Commercial Materials vendor and provide the Solid Waste Authority account number.
- Upon tipping material, the Seller must receive signed acceptance of material by Solid Waste Authority staff. Failure to receive acceptance will result in non-payment for materials delivered, and possibly a charge for the materials.
- After tipping and receiving approval, vehicles must weigh out. Failure to do so will result in non-payment for materials.
- Should materials delivered be deemed contaminated and not acceptable, and the Seller chooses to leave material with the Solid Waste Authority, a fee will be assessed for disposal of the material. The Seller must pay cash or have an existing Solid Waste Authority charge account to pay for the disposed material.

**SELLER:**

Authorized Signature: \_\_\_\_\_ (Corporate Seal)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORITY:**

Authorized Signature: \_\_\_\_\_ Title \_\_\_\_\_ Date: \_\_\_\_\_

**COMMERCIAL MATERIAL  
PURCHASE AGREEMENT**

**THIS AGREEMENT** made and entered into on the date so stated on the front side of this document by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, (Authority) a dependent special district created pursuant to Chapter 75-473, Laws of Florida, as amended, with offices located at 7501 North Jog Road, West Palm Beach, Florida 33412 and the Seller so stated on the front of this document.

**WHEREAS**, Seller desires to sell to Authority certain quantities of commercially generated recyclable material (as hereinafter defined) on the terms and conditions set forth herein, and

**WHEREAS**, Authority desires to purchase from Seller certain quantities of commercially generated recyclable material (as hereinafter defined) on the terms and conditions set forth herein; and

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. DEFINITIONS**

- a) **CONTAMINATION** shall mean garbage, Hazardous Waste as herein defined, food contamination, or any other material other than Old Corrugated Containers or Sorted White Ledger, as herein defined.
- b) **FACILITIES** shall initially mean the Commercial Materials Recycling Facility, owned and designated by the Authority to receive commercial recyclables located at 6554 North Jog Road, West Palm Beach, Florida, 33412. The Authority may at any time, designate other Authority owned facilities upon written notice to the Seller.
- c) **GARBAGE** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.
- d) **HAZARDOUS WASTE** shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- e) **OLD CORRUGATED CONTAINERS (OCC)** shall mean loads of commercially generated corrugated containers having liners of either test liner, jute or kraft. Loads shall consist of at least ninety-five percent (95%) OCC and no more than five percent (5%) by volume of Sorted White Ledger as herein defined, other paper typically generated by an office, or Contamination. However, no more than two-fifths (2/5) of the five percent (5%) by volume may be Contamination.
- f) **PROCESSING COSTS** shall mean all Authority costs associated with the preparation of commercially generated recyclable material for market. Costs shall include capital costs, operating costs, administrative costs and residue disposal costs. Processing Costs shall be \$23.60 per ton and may be adjusted at any time for any significant cost component changes or any budgetary changes.
- g) **SORTED WHITE LEDGER (SWL)** shall mean loads of commercially generated paper typically produced by offices, containing primarily white groundwood free ledger, bond, writing, and all other papers which have a similar fiber and filler content. Loads shall consist of at least ninety-five percent (95%) SWL and no more than five percent (5%) by volume of OCC, other paper typically generated by an office, or Contamination. However, no more than two-fifths (2/5) of the five percent (5%) by volume may be Contamination.

**2. TERM**

The initial term of this Agreement shall be for one (1) year from the effective date of the Agreement. At the conclusion of the initial term, this Agreement will be automatically renewed for one (1) additional year unless either party notifies the other of termination. Seller must notify the Authority of intent to terminate at least ninety (90) days prior to expiration of the initial term.

**3. SALE OF MATERIAL**

Seller agrees to sell to Authority and Authority agrees to purchase from Seller, subject to the terms and conditions set forth herein, all Old Corrugated Containers (OCC) and all Sorted White Ledger (SWL) generated by Seller during the term of this Agreement.

**4. PURCHASE PRICE**

The price paid per ton by Authority to Seller shall be calculated separately for each commodity as follows: total monthly revenue received by the Authority for the commodity less Processing Costs then divided by the total monthly tons received then further multiplied by eighty percent (80%)  $[(\text{Rev-cost})/\text{tons}] \times .80$ .

**5. CONTAMINATION**

Each load of material shall be inspected at time of delivery by authorized personnel of Authority to determine type of material and percentage of Contamination, if any. If a load contains less than ninety-five percent (95%) of material other than OCC or SWL, the Seller shall have the option to a) if the contamination is other commercial fiber, Seller may leave the load with the Authority and receive no payment for the load; b) if the contamination is other than commercial fiber, Seller may leave the load with the Authority, receive no payment for the load and be charged the current appropriate disposal fee; or c) remove the load from the Facilities and dispose of the load through other means.

If more than four (4) loads delivered to Authority by Seller in any thirty (30) day period are considered by Authority to be contaminated, Seller will be notified by mail and given thirty (30) days to clean up the material at the source. Failure to clean up loads will result in termination of agreement.

If Seller delivers to Authority any load containing Hazardous Waste, Seller will immediately be notified and given the option to clean up the material. If Seller delivers to Authority more than two times during any twelve (12) month period, any load containing Hazardous Waste, Authority may terminate this Agreement.

**6. TERMS OF PAYMENT**

Authority agrees to pay for Seller's preceding month's OCC or SWL within forty-five (45) days. If Seller delivers less than two (2) tons total of OCC and SWL combined, Authority reserves the right to withhold payment to Buyer until such time as the total tons delivered by Buyer exceeds two (2) tons. All deliveries shall be weighed at time of delivery to Authority's Facilities in accordance with industry standards. All weights as stated on Authority's weigh tickets issued at time of delivery shall be final.

**7. FAILURE TO DELIVER**

If Seller fails to deliver any OCC or SWL to Authority's Facilities for three (3) consecutive months, Authority shall notify Seller by mail of intent to immediately terminate Agreement. Seller may reactivate Agreement upon payment to Authority of a one hundred-fifty dollar (\$150.00) reactivation fee.

**8. INDEMNIFICATION**

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, the Authority and the Seller agree to allocate such liabilities as follows:

Seller agrees to protect, defend, indemnify, and hold harmless the Authority, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Authority, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Seller, its employees, or agents, arising out of or connected with this Agreement. The Seller shall not be required to indemnify the Authority or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the Authority, or its agents, employees or representatives.

Upon completion of all obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

**SUBSTITUTE W-9**

1. What is the name under which you file your Federal Income Taxes with the Internal Revenue Service?

**PLEASE PRINT OR TYPE**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_

2. What is your business type - Check One

\_\_\_\_\_ Corporation \_\_\_\_\_ Partnership  
\_\_\_\_\_ Government \_\_\_\_\_ Proprietorship  
\_\_\_\_\_ Charitable Organization \_\_\_\_\_ Private Individual

3. What is the Taxpayer Identification number used to report your income to the IRS?

Federal Employer I.D. Number \_\_\_\_\_ - \_\_\_\_\_  
Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(NOTE: Individuals, sole proprietorships and partnerships should list the applicable Social Security Number. Others should list the applicable Federal Employer I.D. Number.)

4. Please indicate the transaction types for which payments are made to you:

\_\_\_\_\_ Service Only  
\_\_\_\_\_ Service & Material  
\_\_\_\_\_ Rents  
\_\_\_\_\_ Material Only  
\_\_\_\_\_ Other

(describe) \_\_\_\_\_

5. CERTIFICATION: UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ON THIS FORM IS MY CORRECT TAXPAYER I.D. NUMBER AND THAT THE ABOVE REFERENCED ENTITY OR PERSON IS NOT SUBJECT TO BACKUP WITHHOLDING.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**RETURN TO: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
7501 NORTH JOG ROAD  
WEST PALM BEACH, FL 33412  
ATTN: MICHELLE NAPIER  
Phone: (561) 640-4000 Ext. 4530 - Fax: (561)-683-4067**