



Material Handling Service Agreement

CUSTOMER NAME: **The City of Kyle**

Customer Pickup Address: 100 W. Center St Kyle, TX 78640	Billing Address:
Pickup POC: Danielle Harvey	Billing POC:
Pickup Phone: 512-781-2158	Billing Phone:
Pickup Email: dharvey@cityofkyle.com	Billing Email:

SERVICES

Pricing: See attached pricing	
Payment: City of Kyle will receive payment 30 days after material is received at ATX facility for processing.	
Inventory: Will vary for each pickup	
Term: Please Check One Quarterly _____ 6 Mo _____ 1 Year _____ Other: As Needed	
Reporting: Please Check One	
Certificate of Recycling / Media Sanitization _____ X _____ Certificate of Destruction / Media Destruction _____	

NOTES

For collection, ATX Global Trading will provide the following. Transportation, Supplies (pallets, gaylord boxes, shrink wrap, packing tape and packing boxes). ATX will also provide to customer, a report for each event location, indicating itemized categories with counts and weights, as well as Certificates of Recycling/Destruction for all materials picked up.

*Certificates of Recycling/Destruction will be sent to customer within 30 days of receipt.

ATX Representative: Jacob Bernal
Phone: 512-786-5277
Email: jacob@atxglobaltrading.com

Acceptance: Customer must acknowledge reading, understanding and accepting this Agreement by signing this page AND the attached Terms and Conditions.

Please INITIAL & SIGN where indicated on ALL pages and return by Email to Representative.
Company Name: _____

Authorized Customer Signature: _____ Date: _____



TERMS AND CONDITIONS

This Agreement, made as of the date indicated on the face of this Agreement between ATX Global Trading (ATX) and the entity identified on the face of the Agreement (hereinafter known as the Customer), sets forth the terms and conditions by which ATX will provide the Customer with the service indicated below. The Parties, intending to be legally bound, agree as follows:

1. **Definitions:** ATX, refers to ATX Global Trading and all of its employees and agents. You, Customer, refers to the entity identified on the face of the Agreement.
2. **Payment:** ATX will make payment to the Customer within the specified time under "Terms" on the front of the Agreement, and then payment is due on the date Agreement is executed.
3. **Delivery:** Shall take place at ATX' facility unless otherwise specified in writing on the Agreement. All shipments shall meet US Department of Transportation (DOT) and Environmental Protection Agency (EPA) labeling and containerized specifications.
4. **Inspection:** ATX will inspect all electronic recycling components upon arrival at the ATX facility. Any defects or discrepancies, ATX will notify the customer as soon as practical via phone or in writing, describing any defect discrepancies.
5. **Warranties and Representation:** 1) ATX will perform recycling services for electronic components on a diligent and workmanlike manner, consistent with all applicable laws and regulations. Upon request ATX will provide the Customer with a written Certificate of Recycling is ATX' intention to recycle all materials, wherever practical. 2) Customer has good and marketable title to the equipment and materials free and clear of all liens, claims and encumbrances of any kind. 3) Unless otherwise mutually agreed upon by both Parties, Customer represents and warrants that the electronic components do not contain any confidential or proprietary information and Customer has complied with all applicable legal requirements for protection of such information.
6. **Conforming Materials:** Materials that ATX agrees to recycle are limited to those set forth on the face of the Agreement. These materials hereafter will be referred to as conforming materials. Any non-conforming material received will be returned to the Customer at their expense.
7. **Transfer of Title:** Title to all conforming materials, whether recyclable or non-recyclable, will pass from the Customer and vest in ATX, when the recyclable material is delivered to ATX' facility or loaded upon an ATX transportation vehicle. Title to any non-conforming material shall remain with the Customer.
8. **Duration:** The Agreement is in force for the period stated on the front of the Agreement. The Agreement will automatically renew at the end of this period unless changed by a new Agreement as agreed upon on writing by ATX and the Customer.
9. **Entire Agreement:** This Agreement and any other attached exhibits constitute the full and complete understanding and Agreement between ATX and Customer relating to the subject matter and supersede all prior understandings and Agreements relating to the subject matter. Any waiver, modification or amendment of any provision of the Agreement will be effective only if in writing and signed by both parties.

Initial _____



March 15, 2017

ATTN: Danielle Harvey

The City of Kyle
100 W. Center St
Kyle, TX 78640

Description of work to be completed:

ATX Global Trading would like to offer the following proposal for electronic recycling services for The City of Kyle at 100 W. Center St. in Kyle, Texas. These services include, but are not limited to, pickup, transportation, processing and proper recycling of all electronic material.

1. For collection, ATX will provide the following: Box truck, Labor and appropriate amount of supplies (Pallets, gaylord boxes, shrink wrap, packing tape and packing boxes).
2. ATX will collect all excess electronic and obsolete assets, including but not limited to: computers, hard drives, monitors, printers, keyboards, mice, phones, etc.
3. ATX will transfer the material back to the processing facility. Once received the materials will be sorted, inventoried and properly recycled.
4. ATX will sanitize all data containing devices (Hard Drives) from the Customer in a responsible manner set to DOD (Department of Defense) standards. ATX will record all Hard Drive serial numbers for your records.
5. ATX will provide the customer report for each location, indicating count and weight, as well as a Certificate of Recycling/Destruction for all materials picked up.

Signatures:

By:  Date: 3/15/2017
ATX Global Trading

and by: _____ Date: _____
City of Kyle

By signing this statement either in writing or with digital signature, or by attaching it to an e-mail with a message indicating approval, all parties indicate that they are bound to fulfill their obligations as stated above.