

**Sample: GENERAL TERMS AND CONDITIONS Recycling/  
Document Disposal Agreement under HIPAA**

*NOTE: This is a sample document only. Depending upon the services rendered, equipment used, processes, and terms and conditions with your vendor, some of these will not apply.*

**SERVICE RENDERED.** The Customer agrees to furnish and the undersigned (*Acme Recycling*) agrees to collect all Recyclable Materials (as defined herein) in accordance with the terms hereof.

**RECYCLABLE MATERIALS.** The material to be furnished Customer and collected by *Acme Recycling* pursuant to this Agreement is the recyclable material now or hereafter owned and produced by Customer, excluding all contaminants which, in *Acme Recycling*'s reasonable judgment, prevent resale or reduces the resale value of such material ("Recyclable Material"). A description and/or procedures with respect to removal of contaminants may be set forth above as part of a special instruction. In the event that any material furnished to *Acme Recycling* by Customer as Recyclable Material is hereafter, due to the presence of contaminants therein, rejected by a potential purchaser or otherwise determined by *Acme Recycling* not to be resalable. Customer shall pay *Acme Recycling* the charges incurred by *Acme Recycling* for hauling and disposal of such material. All Recyclable Materials shall be placed in *Acme Recycling* approved receptacles. *Acme Recycling* shall acquire title to Recyclable Materials when loaded into *Acme Recycling*.

**BINDING EFFECT.** This Agreement is a legally binding contract on the part of both *Acme Recycling* and Customer and their respective heirs, successors and assigns in accordance with terms and conditions set out herein.

**TERM.** This Agreement is for a term commencing on the date hereof and continuing until three (3) years after the date service begins hereunder. Agreement can be renewed only after review and consent by both parties.

**PAYMENTS BY CUSTOMER.** Customer shall pay *Acme Recycling* on a monthly basis for the services and/or equipment furnished by *Acme Recycling* in accordance with the charges and rates provided herein. Payment shall be made by Customer to *Acme Recycling* within thirty (45) days after receipt of an invoice from *Acme Recycling*. *Acme Recycling* may impose and Customer agrees to pay a late fee for all past due payments, such late fee not to exceed the maximum rate for same allowed by applicable law.

**LIABILITY FOR EQUIPMENT.** Customer acknowledges that it has the care, custody and control of equipment owned by *Acme Recycling* and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of *Acme Recycling*. Therefore, Customer expressly agrees to defend, indemnify and hold harmless *Acme Recycling* from and against any and all claims for

loss of or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this Agreement.

**DAMAGE TO PAVEMENT.** Customer acknowledges that *Acme Recycling* shall not be liable for any damages to pavement, curbing or driving surface resulting from its trucks servicing an agreed upon area.

**SERVICE RATE ADJUSTMENT.** *Acme Recycling* reserves the right, with Customer's consent, to adjust the rates hereunder (including for contaminated material) based upon increases in fuel costs, increase in disposal facility costs, increases in costs due to changes in federal, state or local laws, ordinances or regulations and increases in transportation costs due to a change in the location of disposal facilities. *Acme Recycling* may also adjust the aforesaid rates in an amount in excess of such percentage increase with Customer's consent upon notice from *Acme Recycling* at least thirty (30) days prior to the effective date of the adjustment. Customer's consent may be evidenced by the practices and action of the parties.

**SERVICE CHANGES.** The type, size and amount of equipment and the frequency of service, and corresponding changes in rates may be changed by the parties, either in writing or by the practices and actions of the parties, without affecting the validity of this Agreement. This Agreement shall continue in effect for the term provided herein and shall apply to changes of service address location of the Customer within the area in which *Acme Recycling* provides collection service.

**EXCUSED PERFORMANCE.** Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires and acts of God, or compliance with any law, rule regulation or order, whether valid or invalid, of the United States of America, any state, any municipality or any other governmental body or any instrumentality thereof whether now existing or hereafter created.

**ASSIGNMENT.** Neither party shall assign this Agreement without the prior written consent of the other party.

*H2E acknowledges the contribution of St. Joseph Mercy Hospital, Ann Arbor, MI for the research and writing of this sample document.*