

ClearStream® Recycling Container Lending Program
AGREEMENT FOR USE OF CLEARSTREAM® CONTAINERS FOR COLLECTION OF RECYCLABLES
EFFECTIVE DATE OF THIS AGREEMENT: _____

A. PARTIES

This agreement is made and entered into by and between the County of Fairfax and BORROWER. In this agreement, the entities are separately referred to as "LENDER" OR "BORROWER," and jointly referred to as "PARTIES." This agreement provides the terms and conditions for the use of the ClearStream® recycling containers owned by the County of Fairfax by the BORROWER pursuant to the terms set forth herein.

LENDER: The County of Fairfax Division of Solid Waste Collection and Recycling (hereafter referred to as DSWCR)

Staff Contact Name: _____ Direct Phone: _____

Staff email address: _____ Agency Phone: (703) 324-5230 (TTY 711)

Agency Address: 12000 Government Center Parkway, Suite 458, Fairfax, VA, 22035.

BORROWER:

Name/Title: _____ Primary Phone: _____

Borrower email: _____ Secondary Phone: _____

Enter YOUR address, NOT event location: _____

B. PROPERTY

1. Description of PROPERTY

Number of ClearStream®: _____ Liners/Other: _____ Borrower's initials: _____

2. BORROWER'S use of PROPERTY

The sole permissible use of the blue ClearStream® recycling containers is the collection of recyclable plastic bottles, glass bottles, and aluminum cans at public events or locations.

3. Date and Time BORROWER will take custody of the PROPERTY: _____

4. Contact name and phone number of person receiving ClearStream® s (if different from BORROWER): _____

5. Location BORROWER will receive PROPERTY (include address, city, zip, and any descriptions or place names) _____

6. Location(s) PROPERTY will be used, if different from above (include address, city, zip, and any descriptions or place names): _____

7. Date and times of event: _____

8. Date BORROWER will return PROPERTY to County of Fairfax: _____

C. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises set forth in this agreement, the sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. Purpose: The County of Fairfax DSWCR agrees to allow BORROWER use of the PROPERTY subject to the terms set forth herein, in order to promote and facilitate the collection of recyclables at public events. So long as the BORROWER obtains, uses, and returns the PROPERTY pursuant to the terms of this AGREEMENT, there will be no cost to the BORROWER associated with the use of the PROPERTY.
2. Fairfax County's duties: The County of Fairfax, through DSWCR, will provide the BORROWER with use of the PROPERTY pursuant to the terms and for the period set forth herein, along with all necessary set up, collection, and recycling directions and guidance.

3. BORROWER'S duties: When using recycling containers, the BORROWER will:
- a. Coordinate and provide a time and place for delivery of the containers by employees of DSWCR, and provide all materials and labor necessary for the proper use of the PROPERTY.
 - b. Properly maintain the PROPERTY while it is in BORROWER'S control.
 - c. Be responsible for ensuring that the containers and all collected recyclable materials are available and accessible for retrieval by employees of DSWCR at the time and location set forth herein.
 - d. Return the PROPERTY in the condition in which it was received, normal wear and tear excepted and free of contamination, on or before the date set forth in Section C.3. That return date may be extended upon the signed written agreement of the PARTIES.
 - e. If the PROPERTY is lost or damaged, reimburse the County of Fairfax for repair costs or the current replacement value of the PROPERTY if repair is impractical.
 - f. Use the PROPERTY only for the purposes specified in this agreement. Improper or inappropriate use could result in a minimum charge of \$250 for collection service.

Borrower's initials: _____

4. Preservation: The PROPERTY shall not be modified, lent, or transferred to a third party without the prior written agreement of the County of Fairfax DSWCR.
5. Inspection and use by the County of Fairfax DSWCR: BORROWER shall permit the LENDER to inspect the PROPERTY upon reasonable notice. While the BORROWER has custody of the PROPERTY, the BORROWER shall make the PROPERTY accessible for use by the LENDER upon reasonable notice.
6. Title: Title to the PROPERTY is vested in and shall remain with the County of Fairfax. DSWCR reserves the right to take possession of the PROPERTY and terminate this agreement upon 30 days' notice. The BORROWER may terminate this AGREEMENT by returning the PROPERTY to DSWCR in the manner and condition specified in this AGREEMENT.
7. Governing Law: This AGREEMENT shall be governed by the laws of the Commonwealth of Virginia without regard to choice of law provisions. The venue of action brought under this AGREEMENT shall be the County of Fairfax.
8. Disclaimer: THE COUNTY OF FAIRFAX MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITION OF THE PROPERTY.
9. Modification: This AGREEMENT may be modified only by written agreement, signed by both PARTIES.

For Office Use Only – Upon return of the ClearStream® containers

PROPERTY returned

Number of ClearStream® containers(s):__ Other:_____

Condition of PROPERTY upon return:_____

Borrower's initials:_____

Charges for damaged/lost property, if any:_____

Estimated number of people in attendance:_____

Comments:_____