

SERVICE AGREEMENT Fluorescent Lamp Recycling

This agreement made and entered into this 2nd day of June 2020, by and between the Lee's Summit R-7 School District, herein after referred to as the "District" and Lens Masters, herein referred to as "Service Provider".


Whereas, Service Provider has offered to provide the services, payment terms and insurance requirements, subject to the General Conditions describe in Exhibit A and


Whereas, the District desires to engage Service Provider to perform such services for fluorescent lamp recycling.

Now, therefore, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

1. District retains Service Provider to perform the services hereinafter set forth.
2. Services: Service Provider represents that it is equipped, competent and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: the Service Provider's Quote/Proposal, Payment Terms and General Terms and Conditions and Insurance Requirements attached hereto as Exhibit A.
3. No financial obligation shall accrue against the District until Service provider makes delivery pursuant to order of the Purchasing Agent and/or his/her approved designee. If additional services are requested by the District, the Service Provider will prepare and submit to the District an estimate of the total cost associated with such additional services. The District will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the District to the Service Provider for such approved additional services shall not exceed the approved amount.
4. The term of this Agreement shall be for one (1) year and shall commence on July 1, 2020 and expire on June 30, 2021. Furthermore, Lens Masters and the District must mutually agree to renew and extend the executed fluorescent lamp recycling agreement pertaining to all prices, terms and conditions and specifications for up to two (2) additional one (1) year periods, not to exceed three (3) years.
5. **LAW GOVERNING**: All agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this agreement will be decided by a Missouri Court.
6. This Contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The District may terminate this contract immediately, under breach of contract, if the Service Provider fails to perform in accordance with the terms and conditions as referenced to and incorporated above.
7. This Agreement shall be binding on the parties thereto and only after it has been duly executed and approved by the District and the Service Provider.
8. **INDEMNITY AND HOLD HARMLESS**: The selected respondent agrees to indemnify, release, defend, and forever hold harmless the District, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the selected respondent, his/her sub-contractors, employees or agents, and arising out of services performed by the selected respondent, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.

These terms and conditions supersedes all previous agreements, contracts or expectations. If conflicts arise between this service agreement and specific terms outlined in the vendor agreements, this document shall prevail.

 _____ Title CPS MANAGER Date 06/09/2020
Service Provider

 _____ Title Purch + Dist Coordinator Date 6/9/2020
Lee's Summit R-7 School District

LENS MASTERS INC.

PRICING FOR RECYCLING OF LAMPS AND BALLASTS

TO: LEE'S SUMMIT R-7 SCHOOL DIST

DATE: ~~08/03/17~~ 06/04/2020

ATTN: MISSY ROSS / PAULA PATTON

TEL: _____

FAX: _____

QUANTITY	DESCRIPTION	PRICE	
		<i>4' and under</i>	<i>5' and over</i>
<i>ONE (P/U)</i>			
0 - 500	FLUORESCENT LAMPS	.50	1.00
501 - 1,000		.42	.84
1,001 - 2,500		.36	.72
2,501 - 5,000		.32	.64
5,001 AND UP		QUOTATION	
	U-TUBES AND COMPACTS	.50	
	SHATTERSHIELD/COATED	1.25	
	H.I.D.	1.25	
	INCANDESCENT	.20	
	BALLAST PCB	.85 / LB	
	BALLAST NON-PCB	.00 / LB	
	BATTERIES	.40 / LB	

**NOTE: DO NOT TAPE LAMPS TOGETHER UNDER ANY CIRCUMSTANCE.
TAPED LAMPS WILL BE BILLED AT \$30 PER HOUR FOR REMOVAL.**

LAMP BOXES AND BALLAST BARRELS SENT WILL BE SUBJECT TO FREIGHT CHARGES. IN ADDITION, A CHARGE OF \$3.00 / 4' BOX (200 T8 OR 100 T12 LAMPS PER BOX), \$6.50 / 8' BOX (76 T8 OR 46 T12 LAMPS PER BOX), AND \$30.00 / BARREL WILL BE CHARGED IF NOT RETURNED.

TRANSPORTATION COSTS ARE \$0 FOR 500 LAMPS OR MORE WITHIN METRO ST. LOUIS, KANSAS CITY, OR COLUMBIA. PLUS \$35 FREIGHT FOR LESS THAN 1000 LAMPS. PLUS FREIGHT FOR PICK-UPS OUTSIDE OF ST. LOUIS, KANSAS CITY OR COLUMBIA. OTHER CHARGES WILL BE BILLED \$60.00 / HR. FOR UNUSUAL CIRCUMSTANCES THAT DO NOT ALLOW FOR EASY PICK-UP.

11309 MIDLAND BLVD.
ST. LOUIS, MO 63114
314-427-1660
FAX 314-427-2226

SIGNED _____

JOHN MARTIN

BERNIE / JEREMY / JOHN

