

# TIRE DERIVED FUEL SUPPLY AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY AND BETWEEN:

[NAME OF SUPPLIER]  
[address]  
("Supplier")

- and -

[NAME OF OPERATOR]  
[address]  
("Operator")

**WHEREAS** Supplier owns and operates equipment and facilities necessary for the collection, transportation and delivery of Tire Derived Fuels (TDF);

**AND WHEREAS** Operator owns and operates a \_\_\_\_\_ [describe the type of facility operated by the operator] facility in \_\_\_\_\_ [insert location of facility] (the "Facility");

**AND WHEREAS** Supplier desires to collect, store, process and deliver to Operator such amounts of TDF as Operator requires, and meeting such specifications as Operator may determine, all upon the terms and conditions hereinafter set forth, and Operator desires to receive such services;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

## ARTICLE 1 – DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Wherever used throughout this Agreement, the following terms shall have the following meanings:

- (a) "day" or "days" means a calendar day.
- (b) "good faith" means dealing honestly and without deception, and the observance of reasonable commercial standards of fair dealing in the trade.
- (c) "processing" or "process" means taking a series of actions, including but not limited to, segregating and cleaning of debris and sizing of material, and "processed" refers to the resultant material.
- (d) "Tare Weight" means a deduction made from the gross weight of a substance together with its container, in order to make allowance for the weight of the container.
- (e) "TDF" means processed rubber tire chips which meet Operator's specifications as set forth in Article 3 of this Agreement and which is suitable for fuel and combustion.

### 1.2 Interpretation

- (a) The division of this Agreement into Articles and Sections and the insertion in this Agreement of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

- (b) Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.
- (c) All references to currency in this Agreement shall mean lawful money of the United States of America.

## **ARTICLE 2 – PROVISION OF SERVICES**

2.1 \_\_\_\_\_ (\_\_\_\_) days following the date on which Operator has served notice to Supplier that the conditions precedent to Operator's obligations hereunder as set forth in Article 3 below have been met (the "Effective Date"), and continuing throughout the term of this Agreement, Supplier shall collect, store, process and deliver to Operator such amount of TDF as set out in Article 6 of this Agreement, or as otherwise agreed between the parties in writing, and Operator agrees to accept delivery of the processed TDF.

## **ARTICLE 3 – CONDITIONS PRECEDENT**

### **3.1 Supplier Permits**

Supplier shall have obtained all necessary Federal, State and/or local permits and approvals required to allow Supplier to accept materials for processing into TDF.

### **3.2 Operator Permits**

Operator shall have obtained all necessary Federal, State and/or local permits and approvals required to allow Operator to accept the processed TDF from Supplier.

## **ARTICLE 4 - SPECIFICATIONS**

Supplier represents, warrants and agrees that the processed TDF delivered to the Facility under this Agreement will meet the following specifications for alternative fuels (the "Specifications"):

### **4.1 Foreign Matter**

The TDF shall be clean and ready for combustion, and free from foreign matter, and shall not exceed the specified top size of the fuel material:

- (a) which would interfere with operation of the conveying, distribution, boilers, and/or other equipment connected with or related to the Facility to which such TDF is delivered or in which it is to be disposed; or
- (b) which would materially affect the weight of such processed TDF.

### **4.2 Sizing**

The processed TDF shall contain no material greater than two inch minus (2-inch or smaller) sizing.

### **4.3 Heating Value**

The processed TDF shall have a heating value of 15,000 BTU/LB or greater.

**THIS IS AN 8-PAGE DOCUMENT.**