



Interstate Ag Plastics' Intermediate Bulk Container Pickup Contract

P.O. Box 265 . Buttonwillow . CA 93206 . Tel: 661-764-9614 . Fax: 661-764-5852

Name of Company: _____

Contact Person: _____ Title: _____

Cell Phone: _____ Office Phone: _____ Fax: _____

Mailing Address: _____

Physical Address: _____

Email Address: _____

Condition and Amount of Metal Caged Totes:

Condition of Complete Tote Units (Cage and Bottle assembled as one unit)	Number of Complete Tote Units (Cage and Bottle assembled as one unit)	Condition of metal Cage Only without Bottle	Number of Metal Cages Only Without Bottle	Condition Of Bottle Only (No Metal Cage)	Number of Bottles Only Without Metal Cage
Good (0%-5% Dents or Rust No Cracks, Spider Webbing or Staining)		Good (0%-5% Dents or Rust)		Good (No Cracks, Spider Webbing or Staining)	
Fair (6%-15% Minimal Dent and Rust No cracks or Spider Webbing)		Fair (6%-15% Minimal Dent and Rust)		Fair (No cracks or Spider Webbing)	
Poor (16% or more Dents or Rust. Bottle has Cracks, Staining or Spider Webbing)		Poor (16% or more Dents or Rust)		Poor (Bottle has Cracks, Staining or Spider Webbing)	

Total Number of Complete Units, metal Cages without bottles and Bottles without Metal Cages: _____

In consideration of mutual benefits of proper container disposition of intermediate bulk containers (IBCs), and _____, (company name) an emptier of IBCs ("Emptier"), agree as follows:

1. IBCs that will be offered by Emptier to Interstate Ag Plastics shall have been triple rinsed thoroughly, not damaged beyond a serviceable condition¹, and shall meet the quantitative definition of an empty container in the Environmental Protection Agency's definition of that term in title 40 of the Code of Federal Regulations, Section 261.7 (copy appended). This requirement and definition shall apply to all former contents, not just those regulated by the Environmental Protection Agency.
2. The IBCs shall not contain any residue of their former original contents, and shall not contain any other materials, contaminants, or external residues. All IBCs shall be cleaned of original product markings and labels, and all closures shall be in place and tight.
3. It is agreed that any IBC sent by Emptier and received by, Interstate Ag Plastics that has not been emptied in complete satisfaction of Paragraphs 1 and 2, above, shall be returned to Emptier as if it were still full of its original product contents. When not rejected upon arrival, and sent back with the same shipping papers, an appropriate signed shipping paper for the return of the IBC shall be provided to Interstate Ag Plastics by the Emptier or a designated third party. The Emptier agrees to accept the returned IBC and its contents, shall reimburse Interstate Ag Plastics for the costs of initial transportation of the non-empty IBC to Interstate Ag Plastics and its return to Emptier. All liabilities associated with the handling and transportation of a non-empty IBC shall be the responsibility of Emptier.

Agreed:

Interstate Ag Plastics

For Emptier

Date: _____

EPA Empty Container Rule (40 CFR 261.7)

The U.S. Environmental Protection Agency (EPA) regulates the status of IBCs that retain residues of hazardous materials. The general policy is that containers which retain any amount of hazardous material must be treated as hazardous waste unless the following standards are met by the emptier:

- (a) All residues have been removed that can be removed using the practices commonly employed to remove materials from that type of container, by first pouring, pumping or aspirating; and then triple rinsing.