

Appliance Pick-up Release Form

Ameren Missouri Fridge and Freezer Recycling Program

For your appliance(s) to be eligible for recycling, please complete this form by filling out the section below, reading the terms and conditions, and signing at the bottom. Prior to your appointment, this completed form must be attached to your appliance(s) to qualify for pick-up. Thank you for your participation in the Ameren Missouri Fridge and Freezer Recycling Program and for your commitment to saving energy.

Pickup Date: _____

Customer Name: _____

Address: _____

Confirmation #: _____

Electric Company: _____

Number of Units Collected

Refrigerator(s): _____

Freezer(s): _____

Window A/C(s): _____

Dehumidifier(s): _____

Terms and Conditions

Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri") has contracted with Appliance Recycling USA, LLC to implement the Appliance Recycling program. To participate, you must sign this form agreeing to all the terms and conditions listed below.

I certify that I am an electric customer of Ameren Missouri. I certify that I am the sole owner (or the owner's sole authorized representative) of the above appliance(s) and that this ownership is free of liens, security interests or other encumbrances. I further certify that the appliance(s) is/are operable and 10-30 cubic feet in size.

I hereby represent and warrant that: (i) I have all requisite power and authority to execute this Release and such other documents as may be necessary or desirable to perform my obligations hereunder; (ii) my execution and delivery hereof is fully authorized by all requisite authority and no other consents by any other party are required for me to execute and deliver this Release; (iii) my execution, delivery of and performance under this Release and performance of my obligations under the terms of this Release do not conflict with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which I am bound, and will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which this Release is subject; and (iv) I will take all action required pursuant to this Release and necessary to effectuate the appliance transfer contemplated herein with reasonable promptness and in good faith.



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AMEREN MISSOURI RESIDENTIAL ENERGY EFFICIENCY PROGRAM

I transfer the ownership of and all rights, title and interest in the appliance(s) listed above and all waste stream attributes related thereto to Appliance Recycling USA, LLC, in exchange for the incentive payment amount noted above provided by Ameren Missouri. I understand that no other goods, services or other consideration will be provided to me in exchange for the ownership rights granted to Appliance Recycling USA, LLC herein.

By participating in this program, I further agree to grant Ameren Missouri ownership of any and all Energy Efficiency resource credits associated with the measures generated through this program.

In consideration of my program participation, I hereby agree to indemnify, defend, release and hold harmless Ameren Missouri, Appliance Recycling USA, LLC, their respective parent, subsidiary and affiliated entities, and their respective officers, directors, agents, employees and sub-contractor(s) from and against any and all claims, demands, damages, costs, fines, expenses (including attorney fees) or losses, including, without limitation, for injury to person or property or death, arising from or in connection with: (i) my breach of this Release; (ii) my negligence or willful misconduct; or (iii) the appliance ownership rights transferred hereunder and/or the removal of the appliance(s) from the above cited premise.

This Release contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreements relating to such matters. This Release shall be governed by Missouri law, and shall be deemed to have been executed and performed in the State of Missouri, provided, however, that each party understands and agrees that the laws of Missouri may necessarily apply to claims related to liens or other real property issues, to workers' compensation or other personal injury issues, and to certain claims of third parties for services performed at or on Ameren's facilities in Missouri. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in St. Louis County, Missouri, or the U.S. District Court, Eastern District of Missouri, Eastern Division for purposes of any suit arising hereunder instituted by any party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM, OR PROCEEDING RELATING TO THE RELEASE. Any party hereto not domiciled in the State of Missouri expressly assents to extra-territorial service of process. The provisions of this Release shall be interpreted where possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of this Release in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this Release. The rights and remedies specifically stated herein shall be in addition to and not a limitation of the rights and remedies otherwise available either in equity or at law.

Customer Signature: _____



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