

**Consumer Appliance Collection Event Contract
City of Waukesha – Refrigerant Depot, LLC**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Refrigerant Depot, LLC, 5311 South 9th Street, Milwaukee, Wisconsin 53221, referred to herein as the Contractor. Together, the City and Contractor are referred to as the Parties.

The City and the Contractor agree and contract as follows:

1. Contractor Duties.

- a. Contractor will conduct Community Appliance Recycling Events to be hosted by the City of Waukesha at the City's collection site on Sentry Drive, on March 30, 2019, and October 5, 2019. There will be no charge to the City or its residents, and the expenses of the Event shall be borne entirely by the Contractor.
- b. Contractor will accept all items such as: air conditioners, car batteries, commercial a/c units, dehumidifiers, dishwashers, dryers, exercise equipment, freezers, grills (no propane tanks accepted), lawn mowers, microwaves, range tops, refrigerators, snow blowers, stoves, vending machines, wall ovens, washers, water coolers and water heaters at no cost.
- c. Contractor will properly dispose of items collected and abide by all Federal, State & Local standards.
- d. Contractor assumes responsibility, ownership and liability for all used and unwanted items collected the day of the event.
- e. Contractor will provide its own volunteers the day of the event, advertising banners for the City's use, its own hauling materials and equipment, vehicle unloading assistance, flyer templates for the City's marketing efforts of the event, a full report after the event with the number of items collected, and our team will be on-site from start to finish.
- f. Contractor is licensed by the Department of Natural Resource (DNR) #341244970, Environmental Protection Agency (EPA) and Contractor's vehicles are Safe Transport & DOT Certified.
- g. Contractor shall obtain all required permits, licenses and certifications for all acts required by this Contract; and timely file all notices and paperwork required to comply with all applicable laws.
- h. Contractor shall keep the area designated by the City for Contractor's collection activities clean.

2. City Duties. The City shall perform the following:

- a. Designate adequate areas for Collection Sites.
- b. Provide access to Collection Sites as necessary for Contractor to perform its obligations under this Contract.
- c. The City will be responsible for all marketing efforts in promotion of the event(s), in its sole discretion, and shall be solely responsible for any costs thereof.

3. Term. This Contract shall commence on the date it is last signed by the Parties, and shall terminate on December 31, 2019. The Parties may agree to extend or renew this Contract by mutual, written agreement

appended to this Contract, upon the same terms and conditions except as specifically stated otherwise in the extension or renewal agreement.

4. **Standard of Work.** Contractor shall dispose of all collected items in full compliance with all applicable federal, state, and local laws and regulations in existence now or at the time of disposal. Contractor shall perform its duties according to the usual and customary practices and standards of the recyclables-collection industry, and according to the certifications listed in section **Error! Reference source not found.**
5. **Consideration.** Contractor's consideration for providing the services required by this Contract shall be exclusively the salvage value of the items collected. Collected items become the sole property of the Contractor upon their delivery to Contractor at a Collection Event, and Contractor shall be entitled to retain all salvage value recovered by Contractor. City shall provide the site for Collection Events without charge to Contractor. Contractor acknowledges and agrees that the consideration expressed in this Contract is mutual, adequate and sufficient to support this Contract as a binding obligation of the Parties.
6. **Environmental Indemnification.** Contractor shall indemnify and hold the City harmless from any and all liabilities, costs, damages or other obligations that may arise as a result of the release or presence of any toxic or hazardous materials in connection with Contractor's performance of its duties under this Contract, including the costs of defense and actual, reasonable attorney fees.
7. **General Indemnification.** Contractor shall indemnify and hold the City harmless from any and all liabilities, costs, damages or other obligations that may arise as a result of, or in connection with, Contractor's presence on any City property, Contractor's performance of its duties under this Contract, or any acts or omissions of Contractor or any of Contractor's employees, agents, or contractors, including the costs of defense and actual, reasonable attorney fees.
8. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the term of this Contract and for no less than one year after the end of the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured and loss payee, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$1,000,000 aggregate per project.
 - b. Pollution/environmental liability, \$1,000,000 per occurrence, \$1,000,000 aggregate per project.
 - c. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - d. Worker compensation, statutory requirements.
9. **Hazardous Materials.** Contractor acknowledges that in the course of performing the services required by this Contract that its employees may be exposed to various toxic wastes which could cause injury, illness, or death. Contractor waives its right to seek compensation from the City for expenses incurred as a result of such exposure. The Contractor agrees that the indemnification provisions within this contract extend to any claims brought by or on behalf of any employee of the Contractor.
10. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the

Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

- 11. **Corporate Authorization.** The individuals executing this Contract on behalf of the Contractor warrant and represent that they are duly authorized to bind the Contractor to this Contract. Contractor warrants and represents that the execution of this Contract is not prohibited by the Contractor's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Contractor shall provide proof upon request.

- 12. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attested by Gina L. Kozlik, City Clerk
Date: _____

Refrigerant Depot, LLC

By (print name) _____
Title: _____
Date: _____

By (print name) _____
Title: _____
Date: _____