

RECYCLING AGREEMENT

This Recycling Agreement (“Agreement”) is made by and between Keep Orlando Beautiful, Inc., a Florida corporation (“KOB”) and the applicant signing below (“Applicant”) for good and valuable consideration as follows:

1. KOB shall provide the equipment, supplies, and materials (collectively “Recycling Materials”) set forth on the materials checklist form signed by Applicant dated _____, 20__ (“Materials Checklist”). Applicant shall pay KOB all applicable charges for such Recycling Materials and related services as set forth on the reservation form submitted by Applicant dated _____, 20__ (“Reservation Form”), and as provided on the Materials Checklist and in the body of this Agreement.

2. Unless otherwise agreed by KOB, such supplies shall be picked up by Applicant from the KOB office located at 1010 S. Woods Avenue, Orlando, Florida at a time designated by KOB. Alternatively, at the option of KOB, KOB may deliver the Recycling Materials to the Applicant’s event location listed for the event on the Reservation Form utilizing a trailer to haul and store such Recycling Materials. The time and location at the event for delivery of the trailer shall be mutually agreed upon by the parties and the trailer shall not be moved by Applicant after delivery by KOB. In the event that KOB delivers the Recycling Materials to the Applicant’s event utilizing a trailer, KOB shall provide Applicant with keys to the trailer and, upon delivery to the event site, Applicant shall thereafter be responsible for (i) keeping the trailer doors locked with a lock provided by KOB when not in use and (ii) keeping the ball lock in place to secure the trailer from being moved or hauled by anyone other than KOB. Only Recycling Materials supplied by KOB may be stored in the trailer. No trash or recyclables or any other materials not expressly approved by KOB shall be stored in the trailer at any time. At the conclusion of Applicant’s event, the trailer shall be left in clean condition for pickup by KOB. The locks for the trailer doors and the ball lock must be on the trailer at the time of pick up of the trailer by KOB after the event.

3. Upon the conclusion of the Applicant’s event, all bins and other reusable equipment and materials of KOB, including the recycling bins and trailer (if applicable), shall be returned to KOB clean and in the same condition as when delivered to Applicant, reasonable wear and tear excepted. A cleaning fee shall be assessed for the trailer and any equipment or other materials returned in an unclean condition at the charges stated on the Reservation Form, Materials Checklist, or in this Agreement, or if no specific charges are set for a particular item, at KOB’s cost to clean or pay a third party to clean such equipment or materials. Any unused and undamaged supplies provided by KOB that may be reused by KOB for a future event shall be returned to KOB, including gloves, shop towels, hand sanitizer, s-hooks, aprons, and promotional buttons.

4. The Applicant agrees to indemnify and hold harmless KOB and the City of Orlando (“City”), and their officers, agents, employees and elected and appointed officials, from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys’ fees at trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the Applicant’s event,

recycling activities related to the event, or this Agreement whether by act or omission of the Applicant, its officers, agents, employees, invitees or others, or because of or due to the mere existence of this Agreement, including, but not limited to, any loss or damage to the recycling bins, equipment, and trailer of KOB (reasonable wear and tear excepted). In addition, Applicant hereby waives and releases KOB and the City, and their respective officers, agents, employees and elected and appointed officials from any and all claims and causes of action that Applicant, or Applicant's assigns, heirs and next of kin may have for any loss, damage, or injury to person or property, whether caused by the negligence or otherwise of KOB or the City, or their officers, agents, employees and elected and appointed officials, arising from or in any way related to the use of the Recycling Materials or this Agreement.

5. Nothing contained in this Agreement, nor the relationship between the Applicant and KOB which may arise as a result of the provisions of this Agreement, are intended to, or shall be construed as, creating a partnership, joint venture, or other such relationship as between the parties. This Agreement shall be governed by and construed under the laws of the State of Florida and venue for any action arising related to this Agreement shall lie in the local, State and Federal courts located in Orange County, Florida.

6. By Applicant's signature below, the Applicant acknowledges and agrees to abide by the terms, conditions, fees, and policies set forth in this Agreement and in the Reservation Form and in the Materials Checklist, each of which are incorporated into this Agreement by this reference and shall be deemed a part of this Agreement as if fully set forth herein.

APPLICANT

KEEP ORLANDO BEAUTIFUL, INC.

By: _____
Print Name: _____
Title: _____
Organization: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____