

**CITY OF COLUMBIA, MISSOURI
UTILITIES DEPARTMENT – SOLID WASTE DIVISION
COMMERCIAL RECYCLING BALER (CRB) PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter “Agreement”) is by and between the City of Columbia, Missouri (hereinafter “City”), a municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and _____ (hereinafter “Business”), whose address is _____, and is entered into on the date of the last signatory below (hereinafter “Effective Date”). City and Business are each individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, City operates solid waste management services and offers a commercial recycling baler program for local organizations to encourage waste reduction and recycling; and

WHEREAS, Business is interested in participating in the commercial recycling baler program for purposes of added convenience, decreased costs and increased recycling; and

WHEREAS, City wishes to provide, and Business wishes to accept, a commercial recycling baler pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. **Provision of Commercial Recycling Baler.** City agrees to provide a commercial recycling baler (hereinafter “CRB”) to Business for the duration of this Agreement. City shall be solely responsible for all transportation and installation of the CRB to Business. City agrees to pick up all bales produced by the CRB, provided that Business transports the bales to an area that is accessible by the City. Business shall not sell or give any bales produced by the CRB to a private hauler.
2. **Property of the City.** Business understands and agrees that the CRB is the sole property of the City and Business has no ownership interest in the CRB.
3. **Disconnection or Removal.** Business agrees that the CRB will not be disconnected or moved from the location that it was originally installed, except with written consent from the Director of City’s Utilities Department or his/her designee and only under the direction of the City.
4. **Safe Operation.** Business shall only allow trained employees to operate the CRB and, at all times, shall operate the CRB only for purposes the equipment is intended, in a safe manner, and consistent with the written operational instructions provided to Business by City. Business is responsible for training its employees for the safe operation of the CRB. Business will only use cardboard materials from its commercial property in the CRB. If Business has any reason to believe that the CRB is not functioning properly, then it shall immediately notify the City and cease use of the CRB until the issue may be resolved. The Parties agree that City is not responsible for any damage to property or injury to person that is a result of the operation of the CRB in a manner inconsistent with this Agreement or the continued operation of the CRB when Business knows, or reasonably should have known, that it was not functioning properly.
5. **Damage.** Business shall immediately notify the City of any damage to the CRB. City may hold Business responsible for any property damage to the CRB that is a result of Business’s actions or failure

to protect the equipment. Business will not be responsible for any damage caused by City or for the ordinary wear and tear of the CRB. City reserves the right to inspect the CRB at any reasonable time.

6. Business Maintenance and Upkeep Responsibilities. In addition to other responsibilities provided in this Agreement, Business is responsible for the maintenance and associated costs of the following:

- a. electric utility bills associated with the operation of the equipment;
- b. all baling straps, and replacement thereof; and
- c. changing oil within the first week of July on annual basis for the duration of this Agreement, unless otherwise directed in writing by the Director of the City's Utilities Department or his/her designee.

7. Indemnification. To the fullest extent not prohibited by law, Business shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Business, of anyone directly or indirectly employed by Business, or by any subcontractor, or anyone for whose acts Business or its subcontractor may be liable, in connection with the provision and operation of the CRB provided by the City. This provision does not, however, require Business to indemnify, hold harmless, or defend City from its own operation.

8. Termination. This Agreement is binding from Effective Date until terminated. Either Party may terminate this Agreement at any time with written notice to the other Party; the Agreement is terminated upon delivery of notice. Business shall immediately cease use of CRB upon termination. City shall remove CRB from Business's property as soon as practical.

9. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties unless it is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

BUSINESS: _____

BY: _____
Mike Matthes, City Manager

BY: _____

DATE: _____

PRINTED NAME: _____

APPROVED AS TO FORM:

TITLE: _____

By: _____
Nancy Thompson, City Counselor

DATE: _____