

MAINTENANCE AND DONATION BIN LOCATION AGREEMENT

pertaining to:

Permission to Place and Requirement to Maintain Drop-Off Bin

THIS AGREEMENT is between: (hereinafter “Property Owner”)

NAME	ADDRESS	CITY	STATE	ZIP CODE
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and (“Licensee”).

NAME	ADDRESS	CITY	STATE	ZIP CODE
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WITNESSETH: WHEREAS, Licensee wishes to place a drop-box to be used by members of the public for the drop off of items intended to be donated,

WHEREAS, Property Owner, in return for its permission to Licensee for the placement of a drop-box, requires Licensee to promise to perform on a regular basis certain maintenance and inspection tasks as set forth herein,

WHEREAS, Property Owner promises to perform the maintenance and inspection tasks set forth herein.

NOW, THEREFORE, for consideration, Property Owner and Licensee agree as follows:

1. Scope of the Agreement

Obligations of Property Owner

- a. Property Owner shall permit Licensee to place a drop-box at the location described on Attachment A attached hereto and fully incorporated herein.

Obligations of Licensee

- a. Licensee agrees that it shall inspect the drop-box on a daily basis;
 1. During each daily inspection, Licensee shall:

- i. Inspect the drop-box and the area surrounding it to ensure that donated items are not accumulating outside the drop-box;
 - ii. Inspect the drop-box for any damage and promptly arrange for any necessary maintenance;
 - iii. If the Property Owner has on file with the Director of Louisville Metro Codes & Regulations a current Louisville Metro Codified Ordinance Chapter 117 certificate of registration as either a charitable or civic organization or a professional solicitor, Property Owner shall arrange for pickup of all items in the drop-box, that pickup to occur at least every other calendar day; and no overflow items from any bin shall remain on the ground for more than 24 hours.
 - iv. If the Property Owner does not have on file with the Director of Louisville Metro Codes & Regulations a current Louisville Metro Codified Ordinance Chapter 117 certificate of registration as either a charitable or civic organization or a professional solicitor, Property Owner shall arrange for pickup of all items in the drop-box, that pickup to occur at least twice every calendar week; and no overflow items from any bin shall remain on the ground for more than 24 hours.
 - v. Ensure that that the drop-box and surrounding area are maintained in a good condition and remain free of debris;
 - vi. Respond within 24 hours to all service requests from Property Owner;
 - vii. Monitor the drop-box and its surrounding area and notify the Property Owner of any unauthorized or competing drop-boxes which have been placed anywhere on Property Owner's property, including but not limited to drop-boxes located on or in the vicinity of the drop-box located on Property Owner's property; and
 - viii. Promptly notify Property Owner if unscheduled maintenance is required on the drop-box or if other service of the drop-box or the licensed property on which it sits is required.
 - ix. Licensee shall maintain commercial general liability insurance coverage with a combined single limit of \$500,000 per occurrence and \$3,000,000 general aggregate coverage covering each drop-box, and naming Property Owner as an additional insured.
- b. Licensee agrees that any violation of this Maintenance Agreement shall be a violation of Louisville Metro Codified Ordinance Section 156.052 and subject to citation pursuant to Louisville Metro Codified Ordinance Section 156.052(J)(5);

3. Removal and/or Relocation of Bins:

This Agreement shall begin on the date of the last signature hereon. Either party may terminate this Agreement upon thirty (30) days written notice to the other party of that intention. If, however, the Louisville Metro Government fails to approve renewal of a permit for Licensee to continue to place

the drop-box on Property Owner's property, this Agreement shall terminate on the last day for which said permit exists.

Upon expiration or cancellation of this Agreement, Licensee shall at once remove the drop-box and all items set within or around same and, further, shall restore the area formerly occupied by the drop-box and the area immediately surrounding same to the same condition they were found in upon execution of this Agreement, normal wear and tear excepted.

5. Period of Performance: This Agreement shall begin upon execution, and shall continue until the drop boxes are removed from Property Owner's property. This Agreement shall not be modified except by the written agreement of all parties. No work may begin under this Agreement until all parties have signed it. Neither party shall not assign any portion of this Agreement without the express written consent of the Louisville Metro Government. Any purported assignment without the written consent of the Louisville Metro Government shall be void. If ownership of either Licensee or Property Owner changes, Licensee or Property Owner (as applicable) or its successor firm shall notify the Louisville Metro Government in writing within 30 days of the Licensee's or Property Owner's receiving notice that its ownership is changing, including but not limited to purchase or other transfer.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

PROPERTY OWNER NAME (Printed)

By: _____
SIGNATURE

Title: _____

Date: _____

LICENSEE NAME (Printed)

By: _____
SIGNATURE

Title: _____

Date: _____