



USAgain
1555 W. Hawthorne Lane, 4W
West Chicago, IL 60185
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www.usagain.com



CRS: Ken Belles
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Email: k.belles@usagain.com

This Agreement, including the Terms and Conditions on page 2, constitutes the entirety of the agreement between the parties.

USAgain is a for-profit enterprise promoting recycling and the responsible reuse of clothes, shoes and household textiles. Our company is dedicated to helping the environment by extending the life of good clothes and keeping them out of landfills, thereby conserving natural resources and reducing greenhouse gas emissions. We are committed to serving our local communities by enhancing the local environment and supporting the local economy through job creation and revenue sharing.

USAgain's Commitment Includes

- We monitor the collection of our bins and schedule service before they reach two-thirds of capacity to prevent overflow.
- We take responsibility for the cleanliness and professional appearance of our bins and the area within ten (10) feet of our bins.
- We maintain liability insurance for \$1,000,000.00.
- In the event that authorization is withdrawn, we will remove our bin(s) within ten (10) business days.
- USAgain shall pay the Grantor quarterly the amount of \$0.01 per pound collected*, provided the clothing recycling bin remains on the premises for the entire quarterly period. The share of revenues resulting from this Agreement shall be contributed to:

Name: Wheaton Park District Address: 102 E. Wesley St City/State/ZIP: Wheaton IL 60187

* The collected weight is estimated by a USAgain driver when servicing the bin, and that weight is adjusted based on the actual weight of the whole truck load when it is scaled at the end of the route.

The term of this Agreement is one (1) year, ("Initial Term") commencing on X (the "Commencement Date") and ending on X, (the "Termination Date"). The period of time from the Commencement Date through the Termination Date shall be the "Contract Term." Each Contract Term shall automatically extend for subsequent periods of one (1) year unless either party gives the other written notice of termination at least twenty-five (25) days prior to the expiration of the then-current Contract Term.

Business Name:		Email:	
<u>Wheaton Park District</u>		<u>MRAI++@Wheatonparks.org</u>	
Street Address:		Phone:	
<u>102 E. Wesley Street</u>		<u>630-510-5138</u>	
City:	State:	County:	ZIP Code:
<u>Wheaton</u>	<u>IL</u>	<u>DuPage</u>	<u>60187</u>
Primary Contact:		Email:	
<u>Megan Raitt</u>		<u>mraitt@Wheatonparks.org</u>	
Title:		Phone:	
<u>Preschool + Camps Manager</u>		<u>630-510-5138</u>	
Secondary Contact:		Email:	
Title:		Phone:	

I have read and understand the entirety of this Agreement, including the Terms and Conditions. In consideration of the fees and other covenants contained herein the parties agree to be bound by this Agreement. Grantor, as evidenced by their signature below, hereby grants USAgain (the Grantee) an exclusive right, license and permission to install and operate clothing recycling bins at the mutually agreed upon location(s) listed in this Agreement.

- ☒ I am the **owner** or an **agent of the owner** of the property listed at the address above, and have the authority to enter into this agreement.
- ☐ I am the **lessee** or an **agent of the lessee** of the property listed at the address above, and have the authority to enter into this agreement.

Authorized by:	Title:
<u>[Signature]</u>	<u>Executive Director</u>
Signature:	Date:
<u>Michael J. Bennett</u>	<u>1/5/15</u>

Terms and Conditions:

USAgain has permission to place clothing recycling bins at this location on an exclusive basis. Grantor hereby authorizes USAgain, at USAgain's sole expense, to remove or cause to have removed any competing clothing recycling bins that are currently, or at any time during the term of this Agreement, located on the Premises. Grantor expressly promises that it will not permit any other entity to place clothing (including shoes and textiles) recycling bins on Grantor's premises during any then-current Contract Term and for a period of 90 days after the termination of this Agreement.

Either party shall have the right to terminate this Agreement by giving written notice of cancellation to the other party not less than twenty-five (25) days prior to the Termination Date. In the event that either party terminates this Agreement, Grantor shall cooperate fully in the orderly removal of USAgain's clothing recycling bins. The loss of government approval or permit to operate the bins on the premises shall immediately terminate this Agreement and release both parties from their obligations hereunder. This Agreement shall also automatically terminate and release both parties from their obligations hereunder if the property is sold or if the lessee's property rights are terminated. In addition to contract damages and the return of the one-time incentive fee, USAgain shall be entitled to specific performance and other equitable remedies if: (1) Grantor terminates this Agreement prior to its then-current Termination Date; or (2) Grantor breaches its promise of exclusivity; or (3) Grantor replaces USAgain's bins with another entity's within 90 days after termination of this Agreement.

The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

PLEASE NOTE THE COMPASS IN THE UPPER RIGHT-HAND CORNER OF THE MAP BOX.
DRAW THE MAP ACCORDING TO THE COMPASS DIRECTIONS.



Draw a detailed, specific, and clear drawing of the property. Indicate where the USAgain bin(s) is/are to be located with an X in and an arrow specifying where the opening is to be facing. Indicate other recycling bin(s) with an X in a circle with the name indicated.

Clothing recycling bin(s) is/are to be located on marked X approximately:

Distance (ft) from
store front:

Distance (ft)
from street:

Distance (ft) from fixture indicated
(e.g. driveway, sign, light pole, etc):

Closest major intersection:

Location Type:

☐ Small shopping center ☐ Large shopping center ☐ Standalone/Freestanding Building

Site Type:

☐ School ☐ Church ☐ Gas Station
☐ Grocery Store ☐ Office ☐ Other: _____

Site Accessibility:

☐ 24 hour access ☐ Limited to: _____

Site Preparedness:

☐ Fully prepared ☐ Requires: _____

Remove or Relocate Unauthorized Bins:

☐ Removal ☐ Relocation

Comments: _____

USAgain Bin Placement:

USAgain bins
placed by:

Date:

Placement Completed:

YES

NO

If No, Explain:

Bin Type	Bar Code	Bin Type	Bar Code
1.		5.	
2.		6.	
3.		7.	
4.		8.	

Office Use Only

Approvals:

Sales Mgr.

Transp. Mgr.

Division Mgr.

Site ID:

☐ Bins entered in CMS ☐ Site entered in CMS