



USAgain  
18 Sargent Place  
Mount Vernon, NY 10550  
718-810-2527 | info@usagain.com  
www.usagain.com



CRS: Joel Katz  
Phone: 646.938.4891  
Email: J.Katz@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- In the event that authorization is withdrawn, we will remove our bin(s) within ten (10) business days.

\$200.00 per ton (or \$0.10/lbs)

The term of this Agreement is one (1) year, ("Initial Term") commencing on 1/26/16 (the "Commencement Date") and ending on 1/25/17 (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: <b>Town of Darien</b>		Email:	
Street Address: <b>126 Ledge Road</b>		Phone: <b>203-656-7340</b>	
City: <b>Darien</b>	State: <b>CT</b>	County: <b>Fairfield</b>	ZIP Code: <b>06820</b>
Primary Contact: <b>Darren Oustafine</b>		Email: <b>Doustafine@darienct.gov</b>	
Title: <b>Ass't Director Public Works</b>		Phone: <b>203-656-7365</b>	
Secondary Contact: <b>Edward L. Gentile Jr.</b>		Email: <b>egentile@darienct.gov</b>	
Title: <b>Director of Public Works</b>		Phone: <b>203-656-7364</b>	

I have read and understand the entirety of this Agreement, including the Terms and Conditions. In consideration of the 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: <b>Edward L. Gentile Jr.</b>	Title: <b>Director Public Works</b>
Signature: 	Date: <b>1/26/16</b>

**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, 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.**



**Bins already placed at site**

*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:

<b>Location Type:</b> <input type="checkbox"/> Small shopping center <input type="checkbox"/> Large shopping center <input checked="" type="checkbox"/> Standalone/Freestanding Building		<b>Site Visibility:</b> <input checked="" type="checkbox"/> For location customers only <input type="checkbox"/> From two or more major streets <input type="checkbox"/> For multiple local businesses <input type="checkbox"/> From a major intersection <input type="checkbox"/> From one major street <input type="checkbox"/> In front of business	
<b>Site Type:</b> <input type="checkbox"/> School <input type="checkbox"/> Church <input type="checkbox"/> Gas Station <input type="checkbox"/> Grocery Store <input type="checkbox"/> Office <input checked="" type="checkbox"/> Other: <b>Municipality</b>			
<b>Site Accessibility:</b> <input type="checkbox"/> 24 hour access <input type="checkbox"/> Limited to: _____		<b>Site Preparedness:</b> <input checked="" type="checkbox"/> Fully prepared <input type="checkbox"/> Requires: _____	
<b>Remove or Relocate Unauthorized Bins:</b> <input type="checkbox"/> Removal <input type="checkbox"/> Relocation    Comments: _____			
<b>USAgain Bin Placement:</b> USAgain bins placed by: _____ Date: _____ Placement Completed: <b>YES</b> <b>NO</b> If No, Explain: _____			
<b>Bin Type</b>		<b>Bin Type</b>	
<b>Bar Code</b>		<b>Bar Code</b>	
1.		5.	
2.		6.	
3.		7.	
4.		8.	

**Office Use Only****Approvals:**

Sales Mgr.

Transp. Mgr.

Division Mgr.

Site ID:

☐

Bins entered in CMS

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Site entered in CMS