



AGREEMENT FOR USE OF CLEARSTREAM RECYCLING CONTAINERS FROM THE CITY OF ALEXANDRIA – RECYCLING OFFICE

I. PARTIES

1.1 THIS AGREEMENT is made and entered into by and between the City of Alexandria and _____ (BORROWER).
In this Agreement, the above entities are jointly referred to as PARTIES.

II. PURPOSE

2.1 This AGREEMENT provides the terms and conditions for the use of ClearStream recycling collection containers owned by the City of Alexandria by BORROWER pursuant to the terms set forth herein.

III. PROPERTY

3.1 Description of PROPERTY.
____ (number) ClearStream Recycling Lids
____ (number) ClearStream Recycling Frames
____ (number) Stakes
____ (number) Clear Recyclables Only collection bags
____ (number) Other: _____

Borrower's Initials _____

3.2 BORROWER'S use of PROPERTY.
The sole permissible use of the ClearStream recycling collection containers is the collection of recyclable plastic bottles and aluminum cans at public events.

3.3 Date BORROWER will obtain custody of PROPERTY. _____

3.4 Date BORROWER will return PROPERTY to the City's Recycling Office.

3.5 Agreed location(s) of PROPERTY while in BORROWER's Custody.

IV. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises set forth in this agreement, the sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

4.1 Purpose. The City of Alexandria Recycling Office agrees to allow BORROWER use of the PROPERTY subject to the terms set forth herein, in order to promote and facilitate the collection of recyclables at public events. So long as the BORROWER picks up, uses and returns the PROPERTY pursuant to the terms of this AGREEMENT, there will be no cost to the BORROWER associated with the use of the PROPERTY.

4.2 The CITY'S Duties: The City of Alexandria, through its Recycling Office, will provide the BORROWER with use of the PROPERTY pursuant to the terms and for the period set forth herein, along with all necessary set up, collection, and disposal directions and guidance.

4.3 BORROWER'S Duties.

The BORROWER will:

- a) provide all materials and labor necessary for the proper set-up and use of the PROPERTY at the location set forth herein.
- b) properly maintain the PROPERTY while it is in BORROWER's control
- c) be responsible for all costs of handling, loading, disconnecting, and transportation of PROPERTY from and to the City of Alexandria Recycling Office (133 S. Quaker Lane).
- d) return the PROPERTY in the condition in which it was received by the BORROWER, normal wear and tear excepted, and free of contamination, on or before the date set forth in section 3.4, along with the number of bags used to collect recyclable materials. That return date may be extended upon the signed written agreement of the PARTIES.
- e) If the PROPERTY is lost or damaged, reimburse the City of Alexandria for repair costs or the current replacement value of the PROPERTY if repair is impractical.

Borrower's Initials _____

- f) Use the PROPERTY only for the purposes specified in this agreement.

4.4 Preservation. The PROPERTY shall not be modified, loaned, or transferred to a third party without the prior written agreement of the City of Alexandria Recycling Office.

4.5 Inspection and Use by the City of Alexandria Recycling Office. The BORROWER shall permit the City to inspect the PROPERTY upon reasonable notice. While the BORROWER has custody of the PROPERTY, the BORROWER shall make the PROPERTY accessible for use by the City upon reasonable notice.

4.6 Title. Title to the PROPERTY is vested in and shall remain with the City. The City reserves the right to take possession of the PROPERTY and terminate this agreement upon 30 days notice. The BORROWER may terminate this AGREEMENT by returning the PROPERTY to the City in the manner and condition specified in this Agreement.

- 4.7. Governing Law. This Agreement shall be governed by the laws of the state of Virginia without regard to choice of law provisions. The venue of an action brought under this agreement shall be the City of Alexandria.
- 4.8. Disclaimer. THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITION OF THE PROPERTY.
- 4.9. Modification: This AGREEMENT may be modified only by written agreement, signed by both PARTIES.

The City of Alexandria Recycling Office:

Name: _____ Date: _____

Stacy Herring, Recycling Coordinator
 Email: stacy.herring@alexandriava.gov
 Address: 133 S. Quaker Lane
 City/State/Zip: Alexandria, VA 22314

Phone: (703) 751-5872
 Fax: (703) 751-2569

BORROWER:

Name/Title: _____ Date: _____
 Email: _____
 Address: _____ Phone: _____
 City/State/Zip: _____ Fax: _____

For Office Use Only – Upon return of ClearStream recycling collection system

PROPERTY returned

_____ (number) ClearStream Recycling Lids
 _____ (number) ClearStream Recycling Frames
 _____ (number) Stakes
 _____ (number) Clear Recyclables Only collection bags
 _____ (number) Other: _____

Borrower's Initials _____

Condition of PROPERTY upon return:

Charges for damaged/lost PROPERTY (if any): _____

Number of bags of recyclable materials collected: _____

Location of disposal of recyclable materials: _____

Estimated number of people in attendance: _____

Comments: _____

