

COMMERCIAL SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

This Commercial Solid Waste Collection Services Franchise Agreement made this ____ day of _____, 20__, by and between the CITY OF BOCA RATON, a Florida municipal corporation, 201 West Palmetto Park Road, Boca Raton, Florida 33432 (hereinafter "City"), and _____(Franchisee).

WITNESSETH:

WHEREAS, the City desires to enter into a Commercial Solid Waste Collection Services Franchise Agreement ("Agreement") with _____ ("Franchisee"), for the provision of Commercial Solid Waste Collection Services within the city limits of the City;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the City and Franchisee agree as follows:

1. The definitions set forth in Chapter 14, Code of Ordinances, are hereby incorporated into this Agreement.
2. Term: The term of this Agreement shall commence on _____, 20__, and shall expire on the 30th day of September, 20__, unless terminated or renewed pursuant to Chapter 14, Code of Ordinances.
3. Service: It is understood and agreed that this Agreement provides the authority for Franchisee to provide Commercial Solid Waste Collection Services within the city limits of the City subject to all applicable provisions of the Code of Ordinances.
4. Non-Exclusive Franchise: It is understood and agreed that this Agreement is for a non-exclusive franchise authorized under Chapter 14, Code of Ordinances, and that there may be other franchisees operating within the city limits of the City.
5. Franchise Fees: An annual Franchise Fee shall be paid by the Franchisee to the City, in accordance with the Boca Raton Municipal Facilities and Services User Fee Schedule. In addition, the Franchisee shall pay the City a monthly franchise fee based on a percentage of the franchisee's total gross revenue for the proceeding month for all charges for services within the City of Boca Raton including charges for furnishing containers, disposal costs and charges for transport of containers in accordance with the Boca Raton Municipal Facilities and Services User Fee Schedule.
6. Security Deposit: Franchisee has posted with the City cash or a letter of credit in the amount of \$10,000.00 for the first year of the franchise period as security for the franchise fee due to the City under this Agreement, conditioned upon the compliance of the terms of this Agreement. In subsequent years of the franchise period, the amount shall be equal to the applicant's previous 12-month franchise fee(s) paid to the City or \$10,000.00, whichever is lesser.
7. Insurance Requirement: Franchisee has filed with the City a valid certificate of insurance for the appropriate amount as required by Chapter 14, Code of Ordinances.

8. Right to Review/Audit and Financial Statements: The Franchisee shall make available, within three business days after notice, all records of the Franchisee which pertain to any container placed within the City, including but not limited to contracts, trip tickets, invoices, state and federal tax returns, and any documents supporting the information compiled within the supplemental filings required by Chapter 14, Code of Ordinances, for inspection and review by the City or any third party retained by the City. This information shall include, but not be limited to, copies of the following: billing rates, billing amounts, and accounts receivable. Additionally, the City's auditors may communicate directly with customers of the Franchisee for the purpose of confirming compliance.

9. Compliance with Code of Ordinances: The Franchisee agrees to comply by all applicable provisions of this Agreement and the Code of Ordinances. Failure to do so may result in termination of this Agreement, and forfeiture of any security deposit.

10. Indemnification: The Franchisee shall hold the City harmless from any and all liabilities, claims, losses or damages the City may suffer as a result of claims, demands, costs or judgments against the City arising out of the wrongful acts or omissions of the Franchisee or its employees in the performance of Commercial Solid Waste Collection Services within the City.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on the day and year written above.

CITY OF BOCA RATON, FLORIDA

ATTEST:

By: _____
Susan Whelchel, Mayor

Susan S. Saxton, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Franchisee]

Witness: _____
By: _____
Managing Member