

DATED THE _____ DAY OF _____ 20_____

BETWEEN:

City of Key West
3140 Flagler Ave.
Key West, FL 33040

AND:

Toter Carts, LLC.
841 Meacham Rd.
Statesville, NC 28677

THE PARTIES:

BETWEEN: **City of Key West (the “City”)**

AND: **Toter Carts, LLC. (the “Supplier”)**

1. THE ENGAGEMENT

The City has engaged the Supplier to supply the goods described in Item One of the Schedule (the “Contract Goods”) and the Supplier has agreed to supply the Contract Goods for the City.

2. PRICES & PAYMENT

2.1. The City has agreed to pay the Supplier the Contract Sum for nineteen (19) full truck loads (624 Carts) as set out in Item Two of the Schedule on the terms and in the method set out in Item Three of the Schedule. The Contract Sum includes the full amount which the City must pay for the Contract Goods. The Supplier must issue an Invoice for the Contract Goods supplied. The City will pay for the Contract Goods as provided in Item Three of the Schedule.

2.2. The Contract period is for twelve (12) months from date of execution.

2.3. The Supplier is to hold pricing for Carts and Freight for the duration of the contract as set out in Item Five of the Schedule.

4. ORDERING AND DELIVERY

4.1. All Carts will be ordered in writing by the City as needed on a full truck basis.

4.2. Unless otherwise agreed in writing the Carts shall be delivered to the City Transfer Station at;

**125 Toppino Industrial Drive
US 1 Rockland Key Industrial Park
Key West, FL 33040**

4.3. Carts must delivered in accordance with Item Six of the Schedule.

5. BREACH BY SUPPLIER

If the Supplier breaches any of its contractual obligations under this Agreement and fails to remedy that breach promptly and in any event within 30 days of being requested in writing by the City to remedy the breach, then the City may by written notice to the Supplier terminate this Agreement. Upon termination of the Agreement, the City is only obliged to pay the Supplier for the Contract Goods actually supplied to the City.

6. WARRANTY

The Supplier warrants that all the Carts will be manufactured in accordance with the, specified materials, dimensions, and capacity as set out in Item Seven of the Schedule. If, for whatever reason, the

Contract Goods do not reasonably conform to this requirement, the Supplier will on request and at no cost to the City make good the Contract Goods so that the City can use the Contract Goods for their intended purpose. This warranty does not apply if the City incorrectly uses the Contract Goods. Item Eight of the schedule shall define what warranties shall apply to the Contract Goods.

EXECUTED BY THE PARTIES AS AN AGREEMENT

SIGNED BY:)
(The Supplier))

SIGNED BY:)
(Witness))

SIGNED BY:)
(The Client))

SIGNED BY:)
(Witness))

SCHEDULE

- Item One: Toter 96 Gallon EVR II Universal/Nestable Cart
- Item Two: 19 trucks containing 624 carts for a total of \$586,279.20
- Item Three: Purchase Order, Invoice after delivery, Net 30.
- Item Four: Check per order received via standard mail service.
- Item Five: \$45.00 per cart. Freight per full truck \$2,776.80
- Item Six: 6 weeks from written order to acceptance of delivery
- Item Seven: 10" Sunburst Wheels, 96 gallon capacity, Toter Green Granite body, Waste Green Lid, Galvanized stopbar, Axle 5/8", Hot Stamp reading "Trash Only" read from street.
- Item Eight: Unprorated 12 year warranty covering rotomolded container body, 10 years all other components.