

## STANDARD RECYCLING CORPORATION

891 Saw Mill River Rd  
Ardsley, NY 10502  
Phone: (914) 613-4871  
Fax: (718) 665-0787

### AGREEMENT

**THIS AGREEMENT** is made on the August 8, 2023 BY AND BETWEEN, Yonkers Partners In Education ("Placesor") located at: 92 Main Street Suite 101 Yonkers NY 10701 AND the **Standard Recycling Corp. (SRC)** ("Placee") located at **891 Saw Mill River Rd Ardsley NY 10502**.

In consideration of the Agreement fees and other covenants contained herein, Placesor hereby grants Placee an exclusive Agreement to place one or more clothing collection/donation containers (the "Containers") in the mutually agreed upon location(s) listed in Exhibit "A" (the "Premises") for a term of 3years commencing on \_\_\_August 8, 2023 (the "Commencement Date") and ending on \_\_\_August 8, 2026 the "Termination Date") (the "Agreement Term"). Locations placed before the commencement date will be prorated. After the termination date, if not officially extended the contract will automatically renew on a quarterly bases.

Contract is contingent upon resolution to be passed and adopted by Yonkers Board of Education and the City of Yonkers.

1. Compensation will be at a rate of \$75.00 per site per month to be paid in monthly installments commencing on the first of every month, approximately 30 days after bin placement. See exhibit A for sites qualified for placement.
2. This Agreement is contingent upon Placee obtaining and maintaining, at its sole cost and expense, all necessary government approvals, if any, (the "Permits") for the placement of the Containers at the Premises and Placesor agrees to cooperate with Placee in obtaining and maintaining the Permits. Placee agrees to indemnify and hold Placesor harmless from any fines, losses or penalties incurred for placing the Containers at the Premises without the Permits.
3. Placee hereby agrees, at Placee's sole expense, to maintain and keep the area surrounding the Containers free of all debris, refuse, waste and other materials located in or around the Containers.
4. Placee hereby agrees to have the recycler serviced on a weekly basis or more often if required. Non producing sites can be redirected to another approved YP Site so that monthly compensation will not be affected.

5. Placee hereby agrees to furnish and maintain general liability insurance for \$1,000,000 during the terms of this agreement.

6. Placesor hereby authorizes Placee, at Placee's sole expense, to remove or cause to have removed any competing clothes collection bins that are currently or at any time during the term of this lease located on the Premises.

7. The Placesor shall not remove or authorize the removal of the SRC donation bins without just cause and must do so via Certified Mail, Return Receipt Requested at the address listed below with no less than 15 day prior notice. If bins are removed in a manner other than mentioned the Placesor will be liable for reimbursement of removal charges, legal/ storage fees and any damages to the bin.

8. This Agreement shall be governed by the laws of the State of New York and any dispute will be resolved by the courts of the State of New York

9. This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements and is binding upon the parties, their heirs, successors and assigns.

10. This Agreement shall not be modified or terminated orally and any changes to the Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties, after complete understanding and agreement have executed this Agreement or caused the same to be executed by their proper corporate officers on the date shown above.

LICENSEE: **STANDARD RECYCLING CORP.**

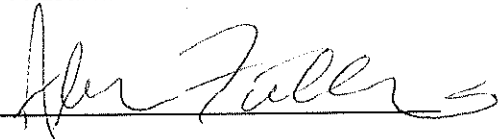
PLACESOR:

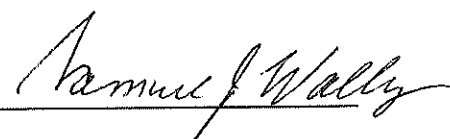
NAME: **ALEX FUTTER**

NAME: Samuel J. Wallis

TITLE: **PRESIDENT**

TITLE: Executive Director

Sign: 

Sign: 

Date: 8/8/2023

Date: 8/8/2023

**"Exhibit A" Site Locations**

Hereby authorize **Standard Recycling Corp.** to facilitate, manage and maintain a "Post Consumer Textile Waste" (PCTW) collection/donation initiative at the following locations:

1.	YPIE	PS 9	53 Fairview St.	Yonkers
2.	YPIE	Cross Hill Academy	160 Bolmer Ave	Yonkers
3.	YPIE	School 16	759 Broadway	Yonkers
4.	YPIE	School 21	100 Lee Ave	Yonkers
5.	YPIE	School 30	30 Nevada place	Yonkers
			1061 N. Broadway	Yonkers
6.	YPIE	Lincoln High	375 Kneeland Ave	Yonkers
7.	YPIE	Yonkers Middle HS	150 Rockland Ave	Yonkers
8.	YPIE	PS 31	7 Ravenswood Road	Yonkers
9.	YPIE	Roosevelt High	631 Tuckahoe Rd	Yonkers
10.	YPIE	Rosemarie Ann Siragusa School	60 Crescent place	Yonkers
11.	YPIE	Family School 32	1 Montclair Place	Yonkers
12.	YPIE	Yonkers Montessori School	160 Woodlawn ave	Yonkers

**“Exhibit B”**

Hold Harmless and Indemnification Agreement