



Grapple Truck

DROP AND HOOK AGREEMENT

Contractor: Auburndale Recycling Center, Inc.
dba Liberty Tire Recycling
10453 S. George Avenue
P.O. Box 137
Auburndale, WI 54412
Phone: 715.652.3622
Fax: 715.652.6372

Customer Status: ☐ New Customer ☐ Existing-New Agreement ☒ Existing-Agreement Renewal ☐ Price Change ☐ Service Change
Service Type: ☒ Drop & Hook ☐ Cage ☐ Roll Off

Contract Customer / Invoice to: _____ Customer Account number: 73925-0001
Customer Name: Sauk County Land Resources and Environment FEIN No.: _____
Address: 505 Broadway - Suite 232
City and State: Baraboo, WI Zip Code: 53913
County: Sauk County Fax Number: 608-355-3292
Phone Number: 608-355-4842
E-Mail Address: jacqui.peyer@saukcountywi.gov

Check One: Proprietor ☐ Partnership ☐ Corp ☒ State of Incorporation: Wisconsin Government
Service: Trailer transportation and processing, recycling and/or disposal of Customer's used tires ("Used Tires").
Service Location:
Location Name: Sauk County Land Resources and Environment - 15 to 20 Tons of passenger and light truck tires - Product Code MXDLT
Address: E8795-B Evergreen Lane
City and State: Baraboo, WI Zip Code: 53923
County: Sauk County
Phone Number: 608-355-4842 (Jacqui) Fax Number: _____
E-Mail Address: jacqui.peyer@saukcountywi.gov
Service Contact: Jacqui Peyer Title: Conservation Educator

Effective Date of Service: 01/01/2025

Term: 12 months

Estimated Volume: 1

Select one:
☐ tons per year
☒ loads per year

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

Freight:	\$	Included	
Environmental Fee:	\$	25.00	
Container Drop Fee:	\$	N/A	
Container Rent:	\$	N/A	
Cost Per Load or Ton: Grapple truck service	\$	390.00	per (check one): <input type="checkbox"/> load <input checked="" type="checkbox"/> ton
Overweight Charge (exceeding 15 tons per load):	\$	N/A	per (check one): <input type="checkbox"/> load <input type="checkbox"/> ton
Standby Fee:	\$	N/A	per hour
Rim Removal Fee:	\$	N/A	per tire
Current Diesel Fuel Surcharge: adjusted weekly		Included	% percentage of billed revenue or charges
Minimum Billing Per Load (if applicable)		N/A	tons

Billing Terms: ☐ COD ☒ Credit Net 30 day credit terms Thank you!

Special Conditions:

(Customer to initial below)

- Grapple Truck has a 5 ton minimum charge at the quoted rate. There is no minimum charge if it is a last load.
- Please call Nikki at 715-652-3830 or email her at ngonzalez@libertytire.com to set up service calls
- Calls received after 3pm, on the weekend, or on a holiday will be logged as an active request the next business day

Customer Signature: _____

(Authorized Representative)

Date: 2-26-2025

Print Customer Name and Title: _____

Lisa Wilson, Administrator

Contractor Signature: _____

Don Hacker

Date: 11/14/2024

(Authorized Representative)

Print Contractor Name and Title: _____

Donald R. Hacker - Regional Sales Manager WI and U.P. MI for Auburndale Recycling Center DBA Liberty Tire Recycling

Service Type (select one):

☒ On Call
☐ Schedule

Service Frequency (select one):

If weekly, estimated collections per week: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7

If not weekly, then every: ☐ 2wks ☐ 3wks ☐ 4wks ☐ 5wks ☐ 6wks ☒ Other: on-call only

GENERAL CONDITIONS OF DROP AND HOOK AGREEMENT

Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") hereby warrants to Customer that all Used Tires collected from Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. **Term.** The initial term of this Agreement shall be thirty-six (36) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial thirty-six (36) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the area in which Contractor provides Service, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, a sum calculated as follows: (i) if the remaining Term of this Agreement is twenty-four (24) or more months, Customer shall pay the average of its past monthly charges multiplied by twenty-four (24); or (ii) if the remaining Term of this Agreement is less than twenty-four (24) months, Customer shall pay the average of its past monthly charges multiplied by the number of months remaining in the Term.

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the transportation, processing, recycling, resale, and/or disposal of Used Tires (collectively, "Services"); (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services; and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. The Container Rent fee shall be charged if Customer fails to generate a loaded trailer during any calendar month. The Rim Removal Fee shall be charged for each and every Used Tire that has not been derimmed. Customer shall prepay the Trailer Drop Fee and the cost of the first load when the first empty trailer is delivered. Thereafter, Customer shall prepay Contractor for each load when the replacement trailer is delivered unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including without limitation reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may remove any equipment on Customer's premises, suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

Transportation

4. **Fuel Surcharge.** Contractor may impose a fuel surcharge in the event the cost of diesel fuel increases at any time, or from time to time, during the Term. The fuel surcharge shall be calculated based on increases in the cost of diesel fuel as published by the Energy Information Administration of the US Department of Energy (www.eia.doe.gov) ("EIA") as determined by Contractor at any time, or from time to time, during the Term of this Agreement over a base cost of \$4.30 per gallon (the "Fuel Surcharge Percentage"). The resulting Fuel Charge Percentage shall be multiplied by the aggregate of Customer's billed Service Fees and other charges for the period determined by Contractor in order to determine the amount of such fuel surcharge. The fuel surcharge as of the date of execution of this Agreement shall be the percentage set forth on page 1 of this Agreement, and may be increased or decreased at any time, or from time to time, by the Contractor as necessary and appropriate.

5. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the collection, transportation, processing, recycling and/or disposal of Customer's Used Tires.

6. **Equipment.** The word "equipment" as used in these General Conditions shall mean over the road bulk trailers provided by Contractor to Customer for the storage and transportation of Used Tires. All equipment shall remain the property of Contractor and Customer shall have no right, title or interest in such equipment. Contractor shall have the absolute right to remove or replace any and all equipment at any time, and Customer shall be obligated to eliminate any obstruction that might hinder Contractor in removing or replacing the equipment. Customer shall provide a stable, paved parking space for the equipment, and shall not overload, move or alter the equipment, or use the equipment for purposes other than the storage of Used Tires to be collected by Contractor. Customer shall be responsible for the equipment's safekeeping, and shall be liable to Contractor for all loss and/or damage to the equipment while in Customer's possession (including fire and theft) except for reasonable wear and tear. On collection day, Contractor shall have clear, unimpeded access to the equipment. If the equipment is blocked so as to delay or prohibit collection, any additional collection cost shall be classified as an extra pick-up and charged to Customer's account or Contractor may charge the Standby Fee. Customer agrees to carry insurance with sound and reputable insurers against fire, theft and other hazards, in such forms and in such amounts so that the value of the equipment located on Customer's premises shall at all times be covered from all such losses and risk and as Contractor may reasonably require, for the benefit of Customer and Contractor. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Customer shall not sell, lease, lend, move, transfer, encumber or pledge any equipment located on Customer's premises or allow any third parties to move or encumber the equipment located on Customer's premises. Customer shall give its secured lenders notice that Customer does not have an ownership interest in the equipment.

7. **Used Tires.** ~~Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation.~~ Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, ~~or tires exceeding 54 inches in height or 16 inches in width~~ or any waste other than Used Tires (collectively, "Unacceptable Waste"). Customer further agrees that if any Unacceptable Waste is delivered by Customer, Contractor may, at its election, (i) return such Unacceptable Waste to Customer, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

Customer Initials *MD*

Date 11/14/2024

8. **Title.** Title to the Used Tires shall pass to Contractor upon either the (i) payment of Contractor's Service Fees and other charges due for such Used Tires, or (ii) removal of such Used Tires by Contractor from Customer's premises. If Customer fails to pay Contractor's Service Fees and/or other charges, Contractor, at its option, may unload and/or return Customer's Used Tires, in which event Customer shall remain liable to Contractor for 100% of the Service Fees and other charges due for such Used Tires. Notwithstanding the foregoing, title to and liability for Non-Conforming Tires shall always remain with Customer.

9. **Provision of Services.** To the extent not otherwise covered by insurance, Contractor shall be responsible for any damages directly resulting from any actions of Contractor, its agents or employees in connection with providing the Services to Customer pursuant to this Agreement; provided, however, that Contractor shall not be responsible for any damages if Customer was aware of any condition affecting Customer's property which contributed to or caused such damage and did not inform Contractor.

10. **Indemnity and Related Provisions.** Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the operation, use, or possession of the equipment by Customer, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's property and/or Used Tires, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) Customer's violation of any laws or regulations, save and except for Causes of Action arising from Contractor's willful misconduct or grossly negligent conduct. This provision applies to and includes without limitation claims and causes of action for death, personal injury, and/or damage to property or the environment. This indemnification specifically includes any injury to Customer's employees that may result from the employee's handling or loading of Used Tires.

11. **Insurance.** In addition to Customer's obligations under Section 6 hereof, Customer shall maintain insurance in types and amounts appropriate for similarly situated persons. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

12. **Right to Compete.** Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used Tire collection, transportation, processing, recycling, resale and/or disposal services upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

13. **Selling Used Tires.** Customer recognizes the value to the Contractor for those used tires that can be culled and sold as a used tire. The parties further acknowledge and agree that the pricing of the Service Fees set forth in this Agreement is premised upon no theft or diversion of Used Tires from the locations. Customer shall implement procedures to ensure individuals or businesses do not take, purchase, or damage such good used tires from the Customer's locations. Customer shall take precautions to keep used tires secure and contained to eliminate the risk of tire theft or damage. If such theft occurs, Customer shall provide Contractor access to its loss prevention department and cooperate with all investigations and possible prosecutions of such theft perpetrators. If such theft continues, Contractor, at its sole discretion, may increase Service Fees for that particular location.

14. **Default and Remedies.** In the event either party breaches this Agreement and fails to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth in this Agreement and all rights and remedies available at law or in equity.

15. **Force Majeure.** Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

16. **Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

17. **Waiver.** The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

18. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

19. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

20. **General Provisions.** This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer initials LMW
Date 11/14/2024