



PIERCE COUNTY WISCONSIN

Solid Waste Department

P.O. Box 118

707 North Maple Street

Ellsworth, WI 54011

(715) 273-3092 • Fax (715) 273-6867

www.co.pierce.wi.us • recycle@co.pierce.wi.us

Special Event Recycling Bin Reservation Form

Event: _____

Organization: _____

Contact Person: _____

Home Phone: _____

Work Phone: _____

Address: _____

Email address: _____

Date bins will be picked up: _____

Date bins will be returned: _____

Number of bins & lids requested: _____

Number of bags requested: _____

DEPOSIT REQUIRED:

\$10.00 per recycling bin & lid

Of bins _____ X \$10.00 = _____

Date Deposit received: _____ Check #: _____

Deposit received by: _____



LEASE AGREEMENT

(Special Event Recycling Bins)

THIS LEASE AGREEMENT, made this the ___ of _____, 20__, by and between Pierce County Solid Waste Department (hereinafter called "**LESSOR**"), and [](hereinafter called "**LESSEE**").

RECITALS

LESSOR hereby wishes to lease personal property, consisting of recycling bins and lids to LESSEE and LESSEE hereby wishes to lease from LESSOR, recycling bins and lids to be used at LESSEE's business, occupation or event.

- 1. LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR [] recycling bins and lids (hereinafter called "leased property").
- 2. This Lease starts on [] and ends no later than [] (hereinafter called "lease term").
- 3. LESSEE shall be solely responsible to pick-up and drop-off any leased property. Pick-up and drop-off shall be at the LESSOR's office, located at Pierce County Materials Recovery Center, 707 N. Maple Street, Ellsworth, WI 54011.
- 4. On execution of this Lease, LESSEE shall pay **\$10.00 per recycling bin and lid** to LESSOR, at LESSOR's office. Said sum shall be held and applied by LESSOR, without interest, as and for security for the faithful performance and observance by LESSEE of the terms of this Lease. Said security deposit is held as collateral security and applied on any default under this Lease (such as damage to leased property, and clean-up costs for leased property) that may remain due and owing at the expiration of this Lease.

LESSOR shall return said security deposit to LESSEE, via U.S. Mail – First Class, no later than 30 days after the expiration of this Lease, so long as there are no charges or costs incurred by LESSOR for damages, destroying or defacing leased property, or any other LESSEE default. In the event the leased property is damaged, defaced, destroyed or any other LESSEE default exists, LESSOR shall notify LESSEE, in writing, of the amount being withheld from the security deposit to cover costs incurred by LESSOR.

Notice and the deposit shall be sent to: []

5. LESSEE accepts the leased property in "as is" condition. LESSEE assumes the sole risk, responsibility, and liability for any all injuries to persons or property occurring or proximately caused by LESSEE activities or around the leased property during the lease term. LESSEE shall assume full responsibility for any personal injury or property damage, which it or any of its employees, guests or invitees may sustain while making use of the leased property. LESSEE is solely responsible to maintain proper and reasonable liability insurance coverage, during the lease term.

6. LESSEE agrees to defend, indemnify, and save LESSOR harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from any breach or default on the part of LESSEE in the performance of any covenant or agreement on the part of LESSEE to be performed, pursuant to the terms of this Lease, or from any act or negligence of LESSEE, its agents, contractors, servants, employees, sub-lessees, concessions, or licensees, around or making use of the leased property.

7. Should the leased property become damaged, defaced or destroyed, LESSEE shall be responsible to the LESSOR for necessary repairs or replacement. LESSEE shall make full payment for any repair or replacement costs within 30 days of demand therefore. Replacement value of the leased property frame is \$35.00 each. Replacement value of the leased property lid is \$15.00 each.

8. At the expiration of the lease term, LESSEE shall surrender and return the leased property clean and in good condition and repair, ordinary wear and tear excepted.

9. TIME IS OF THE ESSENCE as to the faithful performance of all obligations, deadlines, dates and duties contained herein.

10. This Lease constitutes the entire agreement of the parties regarding the subject matter hereof, and supercedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter.

11. The terms, conditions, rights, and duties of this Lease shall be governed and interpreted under the laws of the State of Wisconsin. Venue for any action under this Lease shall be in the circuit court of Pierce County, Wisconsin.

12. The representative of each party executing this Lease, as evidenced by the signatures below, has the authority to do so.

LESSEE:

LESSOR:

By: _____

Its: _____

By: Steven Melstrom

Its: Solid Waste / Recycling Administrator

OR

By: David Murphy

Its: MRF Supervisor