

## FRANCHISE AGREEMENT

THIS AGREEMENT entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the City of Bradenton, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and [REDACTED], hereinafter referred to as "Company":

### WITNESSETH:

WHEREAS, Company has applied for a City of Bradenton Local Business Tax Receipt together with a permit to collect, convey, dispose of and transport rubbish, trash and rubble within the City limits of the City, pursuant to Section 58-33 of the City Code of Ordinances; and

WHEREAS, the City has proposed certain conditions that must be met prior to the issuance of said permit;

NOW, THEREFORE, in consideration of the mutual performances of the terms and conditions contained herein, the parties agree as follows:

1. The City agrees to issue Company a Local Business Tax Receipt and a permit to collect, convey, dispose of and transport rubbish, trash or rubble within the corporate limits of the City.
2. Before this permit becomes effective, Company agrees to pay the Local Business Tax of \$[REDACTED] per taxable year.
3. In addition, Company agrees to pay to the City a franchise fee of twenty (20%) percent of gross revenues for collections made within the City of Bradenton.
4. Company shall be permitted to service construction and demolition sites after first securing written permission from the City of Bradenton Public Works Department. Company shall also be permitted to place rental containers within the limits of the City after first securing written permission from the City Public Works Department for each site served. Company agrees to pay City a service charge of twenty (20%) percent of gross revenues derived from such rental containers, to be paid not less often than quarterly.
5. Franchise fee payments shall be sent to the City of Bradenton, Local Business Tax Department, 101 12<sup>th</sup> Street West, Bradenton, FL 34205-7865. If payment is not received before the 15<sup>th</sup> day after each quarter, then the City shall have the right to terminate this agreement immediately. Delinquent payment is subject to a one (1%) percent per month carrying charge.

Acceptance of late payments cannot be used as defense against the City for asserting its right of termination under this provision.

6. It is understood that all material transported by Company, pursuant to this agreement shall be taken to a location outside the City. In doing so, all vehicles used by Company will use all reasonable efforts to follow routes suggested by the City of Bradenton Department of Public Works.

7. Company agrees to maintain in effect at all times liability insurance in the minimum amount of \$100,000.00 for injuries to any one person, and \$300,000.00 for personal injuries arising out of one occurrence, and \$100,000.00 property damage. Company will furnish the City a certificate evidencing this insurance coverage and the City shall be named as an additional insured on the above-described insurance policy.

8. Failure by Company to comply with one or more of the terms and conditions of this agreement shall render said agreement subject to termination by the City at the latter's option and thereafter any furnishing of the services described herein or within Chapter 58 of the City Code of Ordinances shall be a violation of such ordinances.

9. Company shall furnish the City with the names and addresses of its customers or clients located within the City and shall furnish the City, not less than quarterly, its reports of payments received for collections made within the City. Any time that the City, in its reasonable discretion, determines that it needs additional evidence as to the amounts collected, the City shall have the right to request from the Company all reasonable documents necessary to make such determination and the Company authorizes the City to contact its clients and customers for further verification.

10. The contact person for the Company, until the City is notified otherwise, shall be [REDACTED] whose address is [REDACTED] and whose telephone number is [REDACTED]. The contact person for the City of Bradenton Public Works Department shall be Ricardo Ramos, Superintendent, Solid Waste Department, whose address is 1520 6<sup>th</sup> Street West, Bradenton, FL 34205 and whose telephone number is (941) 708-6340. Either party may change its contact person upon written notice given to the other party.

This agreement shall be valid for one year. The agreement shall thereafter be automatically renewed on an annual basis unless either party shall have given not less than ninety (90) days notice prior to the end of any year of its intention not to renew the agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be executed on the date first above written.

Signed, sealed and delivered  
in the presence of:

ATTEST:

CITY OF BRADENTON, a municipal corporation

\_\_\_\_\_  
CARL CALLAHAN, City Clerk

By: \_\_\_\_\_  
MAYOR WAYNE H. POSTON

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Signature

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Signature

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY certify that on this day, before me, an officer authorized in the state and in the county aforesaid to take acknowledgments, personally appeared MAYOR WAYNE H. POSTON, for the CITY OF BRADENTON, and CARL CALLAHAN, City Clerk, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission expires:

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: (Name)

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Signature

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY certify that on this day, before me, an officer authorized in the state and in the county aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission expires:

\_\_\_\_\_

**Approved by City Council:** \_\_\_\_\_ (date)

**Distribution of copies:**

City Clerk (original)  
Local Business Tax Department  
Public Works - Solid Waste Superintendent  
"Company"