

**WAIVER, HOLD HARMLESS, AND INDEMNIFICATION GIVEN TO THE CITY OF
RICHMOND, KENTUCKY**

WHEREAS, the City of Richmond, Kentucky has purchased and installed a compacter piece of equipment for purposes of compacting items of bulk solid waste for transport to the landfill; and

WHEREAS, the undersigned _____ (hereinafter, "Licensee"), an entity created and existing under the laws of the Commonwealth of Kentucky and having an address of _____, wishes to dispose of items of bulk solid waste by hauling same to the City's compacter and depositing them in the compacter; and

WHEREAS, the City has agreed to permit it to do so, with the condition precedent that it execute this instrument and strictly abide by each of the terms which follow;

NOW, THEREFORE, in consideration of the premises and in order to induce the City to permit the Licensee to utilize the City's compacter to dispose of the Licensee's items of miscellaneous bulk solid waste, the Licensee does hereby represent and agree that:

1. All employees of the Licensee who will haul waste to and deposit waste in the compacter for disposal have been given instruction as to the procedures to follow in doing same properly and safely.

2. The bulk solid waste to be disposed of by the Licensee at the compacter will consist exclusively of true bulk items (here defined to mean only furniture, mattresses, used carpeting, but not including construction and/or remodeling debris such as drywall, scrap lumber, windows, cupboards, and the like), and not ordinary household solid waste. Bulk solid waste hauled to the compacter for disposal shall not include any bagged waste; all bagged waste shall be deposited in the Licensee's dumpster or individual carts for collection by the City's solid waste collection franchisee.

3. Licensee is prohibited from and shall wholly refrain from including in any bulk solid waste disposed of by it in the compacter any waste consisting of or including any items, substances, or chemicals deemed to be hazardous contaminants in accordance with any state or federal environmental protection statutes, regulations, rules, or orders.

4. Licensee shall procure and maintain a policy of general liability insurance with policy limits of \$1,000,000.00 per occurrence which (i) names the City as an insured; and (ii) specifies that the insurer must notify the City not less than 30 days in advance of any policy termination.

5. Licensee does hereby waive and release the City, and to indemnify and hold the City harmless, from any and all liability of every kind and description arising from or related to its disposal of bulk solid waste at the City's compacter whether the claim is that of the Licensee, an employee of the Licensee, or a third party.

6. The license granted to the Licensee as referenced above is terminable at the will of the City without advance notice. The City shall further have the right to assess a charge to the Licensee for its continued use of the compacter as herein contemplated; provided, however, that any such charge shall apply only to prospective compacter use and not to past use.

IN WITNESS HEREOF, the Licensee has hereunto set its hand on this the ____ day of _____, 20__.

(Licensee)

By: _____

Title: _____