



SOUTHEAST RECYCLING CORPORATION

Jacksonville Division

THE NEWSPAPER RECYCLING COMPANY

This agreement made as of the 28th day of July 1995, by and between Southeast Recycling Corporation located at 955 Talleyrand Ave., Jacksonville, FL, hereinafter called "Buyer" and Nassau County Solid Waste Management hereinafter called "Seller".

1. Quantity - Buyer desires to purchase from Seller and Seller desires to sell to Buyer recyclable material, hereinafter called "old newspaper", generated at Seller's recycling drop off centers. Seller will deliver all Old Newspaper to Southeast Recycling Corporation in Jacksonville, Fl.

2. Term - The term of this agreement shall continue for a period of one (1) year from the date hereof, and thereafter be renewed for an additional one (1) year period unless terminated by either party not less than thirty (30) days written notice prior to the expiration date of the one year period.

3. Quality - Said recyclables shall meet the minimum quality standards set by the most current standards available for #6 quality news.

4. Price - the purchase price shall be determined as follows:
(A) The purchase price will be based on the second issue of the "The Official Board Markets Yellow Sheet" of the current month. The price will be the high for #6 news plus \$2.00 per ton for the Southeast market. There will be no ceiling price and the floor price will be no less than \$75 per ton.
(B) In the event that either (i) "The Official Board Market" ceases to publish information necessary for determining the monthly index or (ii) either party reasonably concludes that such information published in "The Official Board Market" no longer reflects the price of old newspaper, the parties shall agree on a substitute index for the purpose of determining adjustments to the old newspaper purchase price.

5. Indemnity - Seller at all times will indemnify, release, protect, defend and hold harmless from and against any and all loss, liability, expense, claims or demands arising from personal injury, including death at any time arising therefrom, or property damage to any person, including but not limited to, Seller or Buyer, occurring as a direct result of or in any manner connected with the performance of this agreement or the recyclables supplied hereunder, when such personal injury, death or property damage shall be caused by the act, omissions or negligence of Seller, Seller's employees or agents and Seller shall at its expense, defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. Buyer at all times will indemnify, release, protect defend and hold Seller harmless from and against





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any and all loss, liability, expense, claims or demands arising from personal injury, including death at anytime arising therefrom, or property damage to any person, including but not limited to Seller or Buyer, occurring as a direct result of Buyer's performance of this agreement or the recyclables supplied hereunder, when such personal injury, death or property damage shall be caused by negligence of Buyer, Buyer's employees or agents.

Southeast Recycling Corporation

Nassau County Solid Waste Management:

By: E. J. Fletcher President
 Witness: Jennifer Grove

By: _____
 Witness: _____

Attest:

T.J. Greeson
 Ex-Officio Clerk

Board of Nassau County Commissioners of Nassau County Florida:

By: Jimmy L. Higginbotham
 Chairman

Approved as to Form by the Nassau County Attorney:

Michael S. Mullin
 County Attorney

