

WCS COMPOST COLLECTION AGREEMENT

This Compost Collection Agreement ("Agreement") is entered into between the **Town of Warwick** ("Town") and **Jared Duval** ("Collector"), collectively referred to as the "Parties."

1. Purpose

The purpose of this Agreement is to establish the terms under which the Collector will voluntarily collect compostable food waste from the WCS school cafeteria for use on his farm.

2. Weekly Collection

The Collector agrees to pick up the school cafeteria's compost **once each week**, on a mutually agreed-upon day and time.*

The compost may include all food waste generated by the cafeteria, including, but not limited to, food scraps, meat, bones, and other compostable materials that the Collector is willing and able to accept.

The Town will make reasonable efforts to have the compost available for collection at the agreed-upon location and time.

On days when the cafeteria serves **pork**, the Town and school cafeteria staff will make reasonable efforts, where practicable, to separate pork meat and bones from other food waste prior to collection.

The Parties acknowledge that separating meat and bones may not always be practical or feasible. Failure to separate these materials on any particular day will not constitute a breach of this Agreement.

*Except during school vacation, see attached calendar.

4. No Cost to the Town and Indemnification

The Collector will provide the collection service at no cost to the Town. The Collector will be responsible for providing any vehicle, additional containers, equipment, labor, and all or other resources necessary to conduct the collection. Moreover, the Collector agrees to release and indemnify the Town from any and all demands, claims, or any liability whatsoever arising from the collection of compost.

5. Changes to the Agreement

The Collector agrees to provide the Town with at least **thirty (30) days' advance written notice** of any proposed changes to the terms of this Agreement.

Any changes to this Agreement must be mutually agreed upon by the Parties and documented in writing.

6. Changes to Pickup Schedule

The Collector agrees to provide the Town with at least **twenty-four (24) hours' advance notice** of any change to the regularly scheduled pickup, except in the event of an emergency or circumstances beyond the Collector's reasonable control.

The Parties may mutually agree to an alternate pickup time or date when necessary.

7. Termination

The Town may terminate this Agreement **at any time and for any reason** by providing written notice to the Collector.

The Collector may terminate this Agreement by providing the Town with **thirty (30) days' written notice**.

8. Independent Relationship

The Collector is providing the compost collection service as an independent party and is not an employee, agent, or contractor of the Town. Nothing in this Agreement shall be construed to create an employment, partnership, or agency relationship between the Parties.

9. Compliance and Safety

The Parties agree to conduct their respective activities under this Agreement in a manner consistent with applicable laws, regulations, and health and safety requirements.

10. Entire Agreement

This Agreement represents the understanding between the Parties regarding the weekly collection of compost from the school cafeteria and supersedes any prior oral or written understandings regarding the same subject matter.

Any amendment to this Agreement must be in writing and agreed to by both Parties.

11. Effective Date

This Agreement shall become effective upon the date of the last signature below and shall remain in effect until terminated in accordance with Section 7.

TOWN OF WARWICK

By: _____

Name: _____

Title: _____

Date: _____

JARED DUVAL

Signature: _____

Date: _____