



COUNTY OF WELLINGTON
USER PAY GARBAGE BAGS
VENDOR DISTRIBUTION AGREEMENT

THIS AGREEMENT made on the _____ day of _____,
Day Month Year

BETWEEN:

_____ hereinafter called "THE VENDOR"
of the FIRST PART

- and -

THE CORPORATION OF THE COUNTY OF WELLINGTON
hereinafter called "THE COUNTY"
of the SECOND PART

WHEREAS the County requires the use of County-issued stamped user pay garbage bags (hereinafter referred to as "user pay garbage bags") for the curbside collection of waste;

NOW, THEREFORE, THE PARTIES COVENANT AND AGREE EACH WITH THE OTHER THAT:

1. The Vendor agrees to participate as an agent of the County of Wellington for the purposes only of distributing user pay garbage bags and shall stock both large and small sizes of user pay garbage bags.
2. The County shall supply the Vendor with a sufficient stock of user pay garbage bags (large and small) to meet public demand. The Vendor shall have an inventory and tracking system in order to maintain sufficient stock.
3. The Vendor shall be responsible for ordering supplies of user pay garbage bags as required, by submitting a "User Pay Garbage Bag Requisition Form" to the County by fax, mail, email, or personal delivery. Upon receipt of the completed requisition form, the County shall deliver the ordered user pay garbage bag cases on the next scheduled delivery day referred to in paragraph 5.
4. The Vendor may not provide, sell, or distribute user pay garbage bags to any other associate retailer or non associate retailer, distribution or wholesale location, for purposes of selling the user pay garbage bags.

5. The County shall bear the cost of delivery of user pay garbage bags to the Vendor. The County shall deliver user pay garbage bags on a regularly scheduled basis, established at no less than once per month, upon the receipt of a completed requisition form. The County may, upon request and at its discretion, deliver user pay garbage bags to Vendors on any day other than the regular scheduled delivery day.
6. The County shall invoice the Vendor for the total number of user pay garbage bag cases ordered, less five percent (5%) commission compensation plus applicable HST, by sending an invoice to the Vendor payable upon the terms indicated on the invoice. Compensation for invoiced small and large user pay garbage bags shall be effective upon execution of this Agreement.
7. The Vendor shall provide the Vendor's HST registration number with the execution of this Agreement.
8. The County may terminate this Agreement upon twenty-four (24) hours written notice to the Vendor.
9. The Vendor may terminate this Agreement upon seven (7) days written notice to the County.
10. Any notice shall be deemed to have been delivered on the business date on which it was sent by facsimile or delivered in person.
11. Should this Agreement be terminated by the County or the Vendor as provided for in Paragraphs 8 and 9, the Vendor shall be reimbursed by the County for the cost of any packages of user pay garbage bags returned in good condition as determined by the County in his sole discretion, and for which payment in full has been received by the County.
12. The Vendor agrees that should the Vendor's business be sold or liquidated, the Vendor's outstanding invoice(s) will immediately become due and payable to the County. The Vendor will return this balance in the form of user pay garbage bags and/or the cost thereof.
13. The Vendor shall sell the user pay garbage bags in packages of 10 at the price(s) determined by the County as set out in Schedule A and as may be amended from time to time as set out herein. The bags shall not be sold individually. There will be no additional charges or taxes paid by the customer. The County reserves the right to adjust the price of the user pay garbage bags with seventy-two (72) hours written notice.
14. The price to be charged by the Vendor in selling the packages of user pay bags shall be in accordance with the prices stipulated in Schedule A of this Agreement, which may be changed from time to time on written notice to the Vendor as referred to in Paragraph 13.

15. The Vendor must be registered with the County as an approved Vendor and have entered into this Agreement before the Vendor may commence selling any user pay garbage bags.
16. The Vendor is completely responsible for the user pay garbage bags in the Vendor's possession. The County shall not in any event whatsoever be liable or responsible for any damages or loss incurred by the Vendor.
17. The County shall be responsible for advertising the availability of the user pay garbage bags, and endeavour to educate the public as to the location of all Vendors of user pay garbage bags through the various forms of media as deemed necessary by the County.
18. The County shall make available window information flyers, or other promotional materials, to each Vendor for its use.
19. If any provision of this Agreement is declared invalid or inoperative in any respect by a Court of competent jurisdiction, it is intended that such provision shall be severed from the Agreement and the remainder of the Agreement continues in full force and effect.
20. The County may invoke, or amend existing, rules and regulations to be observed by the Vendor as may from time to time be necessary in the administration of this Agreement.
21. The Vendor agrees to abide by all covenants and rules and regulations of this Agreement.
22. This Agreement replaces any previous Agreements between the County and the Vendor.
23. All previous Agreements are declared null and void at the time of signing this Agreement.
24. This Agreement is effective from the date of execution by both parties, to one (1) year following the date of execution, and shall be automatically renewed for successive one (1) year periods unless the Vendor informs the County of its intention not to renew, no later than 30 days prior to the end of the current term or the Agreement has been terminated in accordance with the provisions herein.
25. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigned.

IN WITNESS WHEREOF the Parties have shown their agreement by affixing hereto the signatures of their duly authorized signing officers.

VENDOR

THE CORPORATION OF THE COUNTY OF WELLINGTON

(Company Name)

Authorized Signing Officer (Signature)

Position

Date

I/we have the authority to bind the Corporation.

County Signing Officer (Signature)

County Signing Officer (Signature)

Date

Additional Vendor Information

It is the responsibility of the Vendor to update the following information upon any change.

Designated Contact

Position

Mailing Address (street, city/town, postal code)

Phone Number

Fax Number

GST Registration Number

Email Address



Alternate formats of this publication available upon request

SCHEDULE "A"

USER PAY GARBAGE BAGS

PRICES

The following prices are effective July 1, 2016 to reflect the changes for HST for the sale of County-issued user pay garbage bags:

Small Bags	24"x28"	\$15.00 for package of 10	\$300.00 per case of 20 packages Less \$16.95 (5% compensation incl HST) \$283.05 net per case payable to the County
Large Bags	30"x38"	\$20.00 for package of 10	\$400.00 per case of 20 packages Less \$22.60 (5% compensation incl HST) \$377.40 net per case payable to the County

Note: There is **no** HST applied to the purchase or sale of user pay garbage bags. The HST applies only to the 5% compensation credited to the distributors of user pay bags.



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