

The Corporation of The Municipality of West Grey  
(Hereinafter called the "Municipality")

And

**Art Eckhardt**

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carrying on business as

**Eckhardt's Shell and Variety Durham**

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(Hereinafter called the "Vendor")

**Vendor Distribution Agreement**

This agreement dated at Durham this       day of August, 2023.

1. The Vendor agrees to participate as a retailer in the User Pay Garbage Program, commonly referred to as garbage bag tags.
2. The Municipality shall enter into an agreement for the distribution and administration of the User Pay Garbage Program with the Vendor.
3. The Municipality shall provide a continuous supply of garbage bag tags to the Vendor, upon notice of not less than 5 business days. The garbage bag tags shall be supplied to the Vendor in lots of 500 or 2,000 tags at a cost of 10 cents less than the set fee in the current fees and charges bylaw and resold at the set fee noted in the current fees and charges bylaw.
4. By signing this agreement, the Vendor acknowledges receipt of \_\_\_\_\_ tags and promises to pay in full the cost of \_\_\_\_\_ tags upon receipt of the next lot of garbage bag tags. An invoice for the previous lot shall accompany every subsequent delivery of tags.
5. The Municipality will supply Vendors with a window sign to notify the public that garbage bag tags are sold on the premises.
6. Discounted tags will only be sold to approved Vendors.
7. The Municipality reserves the right to increase the price of the garbage bag tags without notice, and to restrict the number of tags issued to any Vendor.
8. The Vendor agrees to abide by all covenants and rules of this agreement. The Municipality shall have at its disposal all remedies in the case of breach of this agreement.
9. The Municipality may invoke Rules and Regulations as may from time to time be necessary in the administration of this agreement at its discretion.
10. The Municipality may terminate this agreement upon 48 hours notice to the registered Vendor.
11. The Vendor may terminate this agreement upon 48 hours written notice to the Municipality. All outstanding debts for garbage bag tags supplied to the Vendor shall be paid in full upon termination of the agreement or unsold garbage bag tags returned to the Municipality.
12. In the event that a paragraph or portion of any paragraph of this agreement shall be invalid or unenforceable as determined by a Court of Competent jurisdiction, then such paragraph or portion thereof shall be

severed from the rest of the agreement, which shall be valid and enforceable to the fullest extent permitted by law.

- 13. Everything in this agreement shall extend to and be binding on the respective heirs, executors, administrators, successors and permitted assigns of each party hereto.
- 14. The provisions of this agreement shall be read with all grammatical gender changes necessary. All covenants being contained herein shall be deemed joint and several.
- 15. The Municipality shall not in any event be whatsoever liable or responsible for any damages or losses alleged by the Vendor, due to the sale of these garbage bag tags.

In Witness Whereof the parties hereto have executed these presents.

Signed this            day of August, 2023.

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| _____<br>Jamie M. Eckenswiller, Clerk | _____<br>Geoff Aitken, Manager of Public Works |
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The Corporation of the Municipality of West Grey  
402813 Grey Road 4  
R.R.#2 Durham, ON N0G 1R0  
(519) 369-2200

\_\_\_\_\_  
Vendors Name and Signature

**Eckhardt’s Shell and Variety Durham**  
\_\_\_\_\_

\_\_\_\_\_  
Vendor Operating Name

R.R. #4, Durham, ON, N0G 1R0  
\_\_\_\_\_

\_\_\_\_\_  
Vendor Address

R.R. #4, Durham, ON, N0G 1R0  
\_\_\_\_\_

\_\_\_\_\_  
Vendor Mailing Address

|                               |                         |
|-------------------------------|-------------------------|
| _____<br>Vendor Telephone No. | _____<br>Vendor Fax No. |
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(Outstanding invoices paid and unsold tags redeemed upon termination)