

## LEASE AGREEMENT FOR 'RECYCLE DELAWARE' CENTERS

The Delaware Solid Waste Authority (DSWA) and \_\_\_\_\_ ("Owner") hereby enter into this Lease Agreement for sponsorship of a 'RECYCLE DELAWARE' ('RD') Center on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The purpose of this Agreement is to enable the DSWA to carry out the mandate of Delaware's Recycling and Waste Reduction Act, 7 Del. C. S6450 et seq., and to establish, maintain, and operate a 'RD' Center on lands of Owner.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and DSWA, intending to be legally bound, agree as follows:

1. Owner hereby grants to DSWA an exclusive Lease to install, maintain, and operate a 'RD' center on those lands of Owner described in Exhibit "A", attached hereto.
2. This Lease Agreement shall be for a one year term, renewable annually unless Notice of Termination is given by one party to the other, provided that after the first year, this Lease Agreement is terminable at the will of either party on sixty (60) days written notice to the other.
3. DSWA is to maintain the appearance of the 'RD' Center and to indemnify and hold harmless the Owner against any and all claims, including the costs of defense associated with such claims, for contamination of the 'RD' Center arising out of use of such site as a 'RD' center.
4. If DSWA deems that a sign is necessary for the proper operation of the 'RD' Center, DSWA will install or provide for installation the standard 3'x5' green and white 'RD' sign (Exhibit "B"). Signs cannot be removed or replaced without the consent of both parties.
5. Owner hereby warrants title to the property upon which the 'RD' Center is to be established and that such use is not a prohibited use of the property. Owner further agrees that it will provide and maintain public access to the 'RD' Center. No overhead wires will be placed or maintained above the 'RD' Center.

6. Any notice permitted or required hereunder shall be directed to the parties as follows: if to DSWA, Rich Von Stetten, Delaware Solid Waste Authority, P.O. Box 455, Dover, DE 19903 telephone: (302) 739-5361.

If to Owner, \_\_\_\_\_

\_\_\_\_\_,  
telephone (\_\_\_\_) \_\_\_\_\_. On written notice to the other, either party may change the designation of the person and or address to which notice is to be directed.

7. This Lease Agreement shall not be recorded among the land records of the County in which the site is located.

IN WITNESS WHEREOF, the parties hereto, the day and year aforesaid, have executed this Lease Agreement.

\_\_\_\_\_  
OWNER (Please Print Name)

SIGNATORY: \_\_\_\_\_

TITLE: \_\_\_\_\_

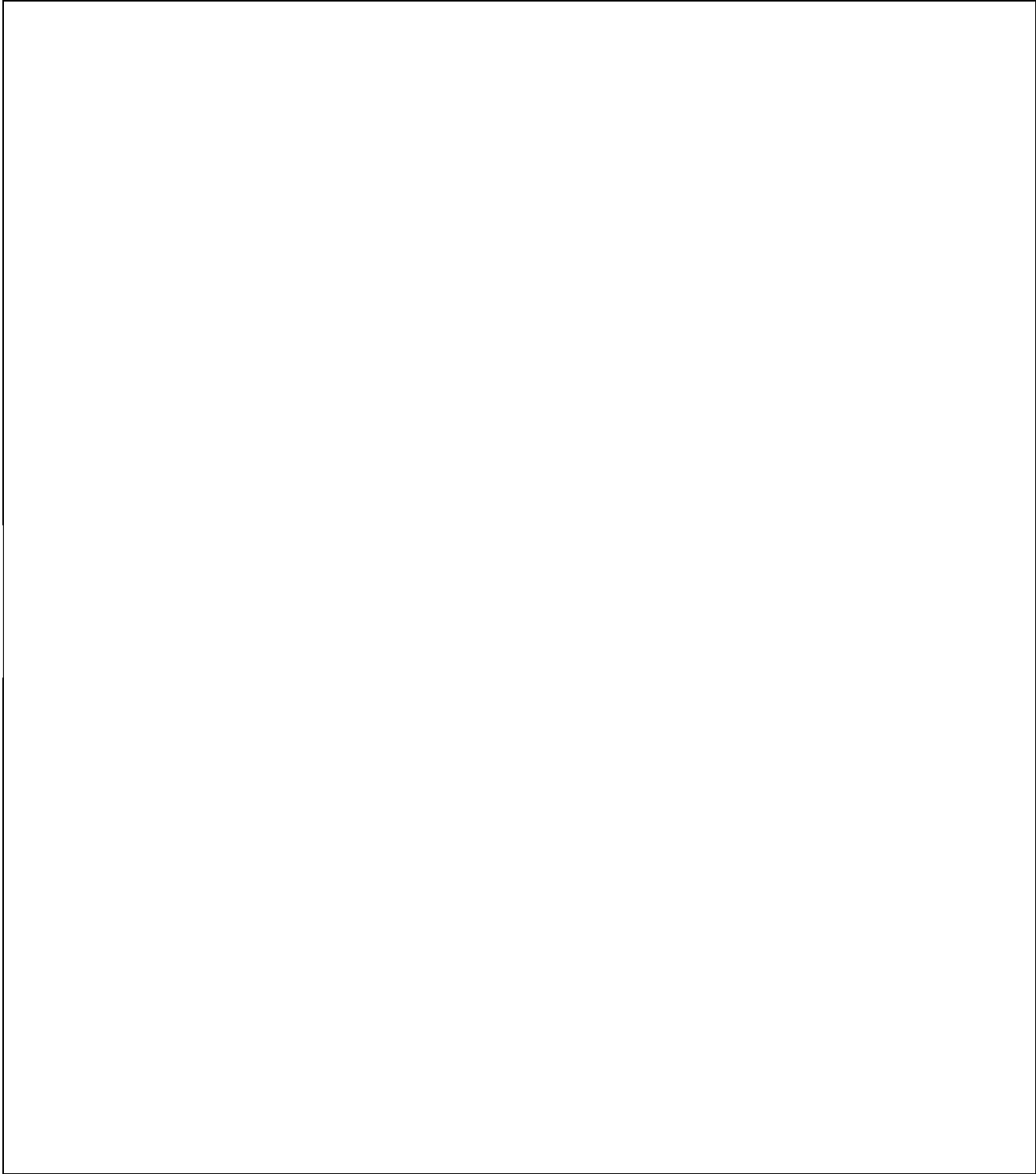
DELAWARE SOLID WASTE AUTHORITY

SIGNATORY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(please draw a diagram of property and show major roads)

NORTH



E  
A  
S  
T

W  
E  
S  
T

SOUTH

