

**STATE OF NORTH CAROLINA  
CUMBERLAND COUNTY**

**LEASE, OPERATION, AND  
MAINTENANCE AGREEMENT**

**TRANSFER STATION OPERATION, LEASE, AND MAINTENANCE AGREEMENT**

**BETWEEN THE**

**CITY OF FAYETTEVILLE, NORTH CAROLINA**

**AND**

**WASTE INDUSTRIES, LLC.**

THIS AGREEMENT by and between the CITY OF FAYETTEVILLE, NORTH CAROLINA (hereinafter called “City”), a municipal corporation located in Cumberland County, North Carolina, and WASTE INDUSTRIES, LLC, d/b/a GFL Environmental (hereinafter called “Contractor”), a limited liability company, having its principal place of business, and authorized to do business in the State of North Carolina. Collectively, “City” and “Contractor” shall be referred to as “Parties.” This Agreement is effective as of the date stated in Section 1.

**WITNESSETH:**

WHEREAS, the City of Fayetteville (herein referred to as “City”), solicited a Request for Bids dated March 21, 2025 for the lease, operation, and maintenance of the City of Fayetteville’s Transfer Station located at 583 Winslow Street, Fayetteville, NC, as more fully described in Section 2 (hereinafter called the “Transfer Station” or the “Premises”); and

WHEREAS, Contractor, submitted a bid to the City in response to the Request for Bids; and

WHEREAS, the City determined that Contractor was the most qualified and responsible bidder and as such selected Contractor to perform certain services for the City as described in the contract between the Parties dated; and

WHEREAS, the City and the Contractor desire to enter into this Agreement;

NOW, THEREFORE, it is mutually agreed and understood between the Parties as follows:

1. **TERM OF AGREEMENT:** Services under this Agreement shall commence                     , 2026 (the “**Effective Date**”). The contract term shall be for a period of ten (10) years from the date of commencement. A new contract shall require mutual agreement of the Parties and be contingent upon satisfactory performance by the

Contractor, ongoing need for the services, and the availability of funding. Should the contract not be signed by the expiration of the Term, this Agreement will continue on a month-to-month basis at the rates existing at the time of the expiration until either party terminates with thirty (30) days' prior notice.

2. **SERVICES TO BE PERFORMED:** Contractor shall lease, operate and maintain the Solid Waste Transfer Station at 583 Winslow Street, more particularly described as Lots 2-47 along with the portions of Cole Street and Driver Street as shown on that certain plat entitled "Property of the EA Poe Estate" recorded in Plat Book 9, Page 20 of the Cumberland County Registry, State of North Carolina. The scope of services includes, but not limited to:

- **Accept, Transfer, Transport, and Dispose of Acceptable Solid Waste:**

Contractor shall accept, transfer, transport, and dispose of all Acceptable Solid Waste delivered to the Premises. Acceptable Solid Waste will be delivered to a permitted solid waste disposal facility. Contractor is solely responsible for the lease, operation, and maintenance of the Premises. "Acceptable Solid Waste" or "Acceptable Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and that are not otherwise Non-Acceptable Waste. "Non-Acceptable Waste" means any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*, and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other applicable federal, state or local law, and the applicable regulations thereunder, or that is otherwise ineligible for disposal at the Transfer Station or identified as Non-Acceptable Waste in the material acceptance policy discussed in Section 4.

- **Management and Maintenance of Premises Equipment and Infrastructure:**

Contractor shall maintain and upkeep the cleaning, maintenance, and repair of the Premises, including all equipment and infrastructure. Any costs incurred from Premises maintenance, repair, upkeep, and cleaning are the responsibility of Contractor.

- **Compliance with Environmental and Safety Standards:**

Contractor must adhere to and comply with all local, state, and federal regulations, including Occupational Safety and Health Administration (OSHA), the USEPA standards, North Carolina Department of Environmental Quality (DEQ), and others to ensure safe and environmentally sustainable operations. This shall be done following all the terms, conditions, general and special provisions, and exhibits contained herein or incorporated by reference. Contractor shall ensure all work meets or exceeds the specifications, standards, and frequencies in this Agreement in all material respects.



4. **CONTRACTOR RESPONSIBILITIES:** Contractor will have the following responsibilities as they relate to the lease, operation, and maintenance of the Premises.

**1) General Description**

a. Contractor shall be responsible for and shall bear all costs of the acceptance, transfer, and loading of all Acceptable Waste received at the Premises and transport to and disposal of all acceptable waste at a permitted solid waste disposal facility.

b. Contractor shall also be responsible for and shall bear all costs and expenses associated with operating and maintaining the Premises in full compliance with all the necessary permits, operation plans, applicable laws, including laws governing highway weight limits, equipment inspections, safety standards, and speed limits, and this Agreement.

**2) Material Acceptance and Loading**

a. Beginning on the Effective Date, Contractor shall receive, transfer, and load all Acceptable Waste delivered to the Premises during the receiving hours specified herein.

b. Contractor shall inspect inbound loads delivered to the Premises in compliance with the Operations Plan, and report any Non-Acceptable Waste discovered in such process. A material acceptance policy shall be established within sixty (60) days of commencement of services and agreed upon in writing by each Party. Contractor shall remove any Non-Acceptable Waste delivered to the Premises from the waste stream and shall properly manage and dispose of such Non-Acceptable Waste at Contractor's expense or the expense of the hauler/customer responsible for such Non-Acceptable Waste. Contractor shall make commercially reasonable effort to ensure that Non-Acceptable Waste is not loaded into the transfer trailers.

c. When requested by City, Contractor shall give City vehicles, City contractors, and other entities working on behalf of City priority access to the Premises for delivery, transfer, and disposal of Acceptable Waste This should include as needed use, such as if the Cumberland Landfill is closed, emergency use, after-hours use, and use during holidays to be coordinated between both parties not less than 24 hours in advance.

d. Contractor will assume ownership of all Acceptable Waste once tipped at the Premises.

e. Contractor shall load all Acceptable Waste into transfer trailers for transport to the appropriate designated facility.

f. Contractor shall coordinate the movement of empty trailers to the designated loading locations at the Premises and move trailers away from the loading locations promptly after being filled.

g. Contractor shall operate in timely manner as not to impede delivery vehicles or tipping activities.

h. Contractor shall obtain accurate scale weights of each load of inbound and outbound solid waste and maintain such records for reporting to City. Contractor shall follow all North Carolina laws and regulations for scale calibration and certification and keep such records up to date.

**3) Materials Transport, and Disposal of Acceptable Waste**

a. Contractor shall be responsible for the safe and lawful transport to and disposal of Acceptable Waste at the designated disposal facility.

b. All trailers shall be securely covered by Contractor prior to departing from the Premises and shall remain securely covered until unloaded.

c. All trailers shall be inspected by Contractor prior to departing the Premises.

**4) Material Rejection, Disposal of Non-Acceptable Waste**

a. Contractor shall not reject any load of Acceptable Waste except as described herein.

b. Contractor will establish a policy to reject loads with Non-Acceptable Waste that is compliant with the Transfer Station operating permit.

c. Contractor will establish a policy within sixty (60) days to remove hazardous waste and cause it to be disposed of in compliance with law, which may include requiring the generator thereof or transporter to dispose of such materials or to reimburse Contractor for costs in doing so.

**5) Hours of Operation**

Contractor shall operate the Premises during the following hours, subject to City's observed holiday schedule:

a. Monday through Friday from 6:00 AM – 5:00 PM

b. Saturday from 6:00 AM – 12:00 PM

Any changes to the above listed operating schedule may be proposed by Contractor in accordance with the City's Holiday Collection Schedule during the contract negotiation period. City may have access for disposal at the Premises during or after a holiday if the Ann Street landfill is closed, provided that Contractor's prior approval shall be required for access outside of the business hours described above.

**6) Emergency Provisions**

In emergency conditions as deemed by Contractor or City, including but not limited to severe weather, Contractor may cease loading and transport operations until emergency conditions recede. Contractor and City shall agree upon additional operating hours as necessary to compensate for any operation hours lost.

**7) Safety**

Contractor shall be responsible for the personal safety of all personnel and visitors when they are on the Premises. Contractor may require all persons entering the Premises to comply with reasonable safety rules established by Contractor.

**8) Cooperation with City's Solid Waste Staff**

Contractor will interface with City Solid Waste staff at the Premises, including during City waste hauling activities. Contractor shall not impede or interfere with City's efforts to implement and ensure the efficient ingress, unloading, and egress of waste hauling vehicles. Similarly, City shall not impede or interfere with Contractor's duties and responsibilities under this Contract.

**9) Facility Maintenance and Safety Operations Plan**

Before accepting any materials, Contractor shall provide or have previously provided a detailed facility maintenance and safety operations plan within sixty (60) days of commencement of services. The Facility Maintenance and Safety Operations Plan must be approved by City, such approval not to be unreasonably withheld, and describe how Contractor shall on a day-to-day basis conduct, perform, or adhere to the provisions and any other provisions as requested by City in compliance with such Plan.

a. Maintain all equipment used by Contractor at the Premises in safe and good working order following normal preventative maintenance procedures as specified by the various equipment manufacturers.

b. Maintain and repair the Premises in good order and condition, except for damage by insured casualty addressed pursuant to Section 6 for the duration of the Agreement.

c. Maintain the floor and institute repairs/replacements as needed to wear surfaces and prevent damage to structural components. All associated costs will be paid by Contractor at no cost to City.

d. Contain and manage odors, dust, and noise, including the installation of odor and noise abatement devices as needed.

e. Maintain all buildings, structures, foundations, grounds, parking and storage areas, tipping floors, stormwater management features, and drive-through areas, in each case within the Premises, in a clean manner to help control litter and odor.

f. Direct and maintain on-site traffic flow in a safe and efficient manner.

g. Conduct proper pre-inspections and post-inspections to all vehicles entering and exiting the Premises.

h. Develop an emergency plan addressing procedures in the event of an emergency or spill during transit.

i. Manage and maintain Premises safety.

j. Take reasonable precautions to prevent trash and debris from entering or accumulating on roadways within the Premises.

Contractor's obligations in this Section 9 shall not require it to bring the level of maintenance and repair to a greater level than that existing on the date of this Agreement except as required to be in compliance with applicable law or with the Facility Maintenance and Safety Operations Plan.

#### **10) Vehicle Traffic**

a. Contractor shall direct all incoming and outgoing traffic as specified in the approved Facility Maintenance and Safety Operations Plan. Contractor's methods and procedures for delivering and removing its transfer trailers shall be included in this plan which is subject to review and approval by the City. Review and approval will not be unreasonably withheld or delayed by the City.

b. The Premises shall be operated to facilitate delivery vehicle access during operations. The daily average time taken by all delivery vehicles on a given day from the point of arrival at the Premises to exit from facility site known as "turnaround time" shall not exceed an average of fifteen (15) minutes. Delays caused by equipment failure or other cause not due to negligence of Contractor shall not be included in the turnaround time computation.

c. Contractor must travel approved trucking routes for vehicles transporting Acceptable Waste from the Premises.

d. Contractor shall maintain the free flow of vehicular and pedestrian traffic on public roadways and sidewalks leading to or serving the City's Transfer Station while solid waste operations are underway.

#### **11) Facility and Equipment Maintenance**

a. Contractor shall be responsible for the maintenance in good order and condition and repair and all costs associated with such maintenance and repair of the Premises, except for damage by insured casualty addressed pursuant to Section 6, throughout the term of this Agreement.

b. Contractor shall maintain and keep in good condition and repair the Premises, interior and exterior, except for damage by insured casualty addressed pursuant to Section 6.

c. Contractor shall provide and maintain all of the systems and equipment at the Premises in safe and good working order following normal preventive maintenance procedures as specified by the various equipment manufacturers, including but not limited to, all labor and parts.

d. Contractor shall be responsible for all tipping floor maintenance, repairs, resurfacing, and replacement as needed based on condition and wear. City shall conduct inspections of the tipping floor condition every three (3) years, or more frequently as deemed necessary by City. If both parties determine through inspection that the tipping floor requires replacement, Contractor shall replace the tipping floor within the timeframe specified by City. If both parties cannot agree regarding the tipping floor replacement, a third-party mediator shall be hired and both parties shall split the mediation cost. City may inspect the facility at any time for maintenance and safety purposes.

e. The Contractor shall be responsible for all utility costs, including water, sewer, electrical and telecommunication associated with Premises operations, and shall in a timely manner pay all utility costs and associated taxes and other governmental charges. Contractor shall contract in its own name for all utilities used or consumed at the Premises.

f. Contractor shall maintain the Premises buildings and grounds in a neat, clean, and litter-free condition, including maneuvering and storage areas, pavements, roadways, curbs, gutters, and storm drains within the Premises. Contractor shall be responsible for the maintenance, upkeep, repair, and replacement of all infrastructure components including but not limited to storage areas, pavements, roadways, curbs, gutters, storm drains, roofing systems, foundations, building structures, HVAC systems, and scales, except as otherwise provided herein. Maintenance includes, but not limited to, weekly, or as needed based on seasonality, collection of litter as necessary. Debris-free and litter-free conditions apply to the Premises property, structures, and building.

g. Contractor shall wash the ceiling, walls, and tipping floor in a manner to sufficiently remove dirt and residue at least once every Contract Year.

h. Contractor shall maintain all electrical and mechanical features including heat, ventilation, and air conditioning (HVAC); tipping floor lights; and interior and exterior lighting.

i. City shall have the right to access and inspect the facility at all times with reasonable prior notice to Contractor, including but not limited to the purpose of maintenance and safety inspections. Contractor shall take action to all requests by City to improve care and maintenance of the Premise grounds, buildings, equipment, and systems according

to the terms of this Agreement. Contractor shall resolve all issues within a reasonable time frame specified by City.

Contractor's obligations in this Section 11 shall not require it to bring the level of maintenance and repair to a greater level than that existing on the date of this Agreement except as required to be in compliance with applicable law or with the Facility Maintenance and Safety Operations Plan.

## **12) Transfer Trailers**

a. Contractor shall provide and maintain sufficient empty trailers at the Premises to accommodate daily loading operations. Contractor shall make arrangements for or have access to additional trucks, trailers, and heisters, if necessary, intended to ensure there is no interruption in the operation of the Premises.

b. Contractor shall be responsible for all associated costs of hauling, including maintaining road-legal vehicles, ensuring road limits are met, and paying any associated fines.

c. Contractor shall replace the trucks and trailers as necessary with the intent to ensure that Contractor has the ability to provide reliable service under this Agreement.

d. Contractor shall maintain transfer trailers such that leaks and litter are prevented and loaded trailers use approved covers at all times.

e. Contractor shall wash the exterior of tractors and trailers as needed to maintain clean equipment. Washing of commercial vehicles must be done in an approved location and in a manner to avoid any contamination of City's stormwater system or watershed areas. Dirty wash water is to flow to the sanitary sewer system.

f. Each truck used by Contractor or its sub-contracted hauler to transport City's Acceptable Waste shall bear the name of Contractor or its sub-contracted hauler in letters that are plainly visible and at least four (4) inches high.

## **13) Personnel**

a. Contractor shall provide sufficient personnel to operate the Premises in a safe and efficient manner.

b. Contractor shall provide and maintain, throughout the term of this agreement, a minimum of two (2) contact names and phone numbers of Contractor's representatives with the ability to respond within sixty (60) minutes of being contacted by an authorized representative of City during regular business hours except during mutually agreed emergencies.

c. Contractor shall routinely train personnel for safety and operator certification requirements. A properly certified operator must be on the Premises whenever

material is being received and when facility equipment is operating. Contractor shall provide appropriate operating and safety training for all personnel, including meeting OSHA training requirements.

d. Each vehicle operator shall always be licensed and carry a valid driver's license for the appropriate type of vehicle that is being driven.

e. Conditions of employment shall be published and conspicuously posted so all employees may be informed. Contractor shall furnish reasonable uniforms, rain gear, and safety equipment.

f. Contractor shall comply with all applicable law relating to wages and hours and all other laws relating to the employment or protection of employees, now or hereafter in effect.

#### **14) Operations Permits and Licenses**

a. Contractor shall be responsible for and shall bear all costs of obtaining and maintaining permits, licenses and federal, state, and local governmental approvals for the operation of the Premises and for permit amendments as required for facility renovations and operations.

b. City hereby acknowledges that some agencies may require City to be named as owner in their permits and approvals, and City will coordinate with Contractor and permitting agency when necessary.

c. Contractor shall perform and pay for any groundwater, surface water, leachate, or other routine environmental monitoring at the Premises that is required by any regulatory agency with jurisdiction over the activities at the Premises with respect to matters other than those preexisting as of the date of this Agreement.

d. Contractor shall be responsible for compliance with all environmental, safety, and operational permits during the term of this Agreement. Contractor shall bear any and all costs associated with remedying a violation related to operation of the Premises during the term of this Agreement.

e. Contractor will need to be formally listed on or added to the Premises permit once the contract is awarded and before operation.

#### **5. CITY RESPONSIBILITIES:**

##### **1) Possession**

City shall deliver possession of the Premises to Contractor not later than the commencement date of the Agreement.

##### **2) Warranties**

City represents that it owns the Premises in fee simple and that the property is free from encumbrances except as referred to elsewhere in this Agreement. City represents that

it has the full right, power, and authority to enter this Agreement for the term herein granted and the Premises may be used by Contractor during the entire term for the purposes herein set forth.

**3) Right of Entry**

City and its representatives may enter the leased property, at all times with prior notice, for the purpose of inspecting the Premises, performing any work which City elects to undertake made necessary by reason of Contractor's default and failure to cure under the terms of this Agreement, exhibiting the Premises for sale, lease, or mortgage, financing, or posting notices of no responsibility under any mechanic's lien law.

**4) Taxes**

City agrees that it will list in its name for taxation the Premises and all improvements and buildings thereon, provided however, that should City's property ever be declared non-exempt from ad valorem taxes, then and in that event, Contractor agrees it will pay all taxes assessed against the Premises and special assessments by the City or County during the term of this Agreement, to include all personal property of Contractor, and the real property demised herein.

**6. TERMS AND CONDITIONS:**

**1) INSURANCE, LIABILITY, AND INDEMNIFICATION**

**GENERAL:**

City and Contractor have considered the risks and potential liability that may exist during the performance of services by Contractor under this Agreement and have agreed to allocate such liabilities in accordance with this Article. During the term of this Agreement, Contractor shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this Section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any cash advances from City.

City must be listed as an additional insured on Contractor's Commercial General Liability policy. Certificates of insurance, along with all required endorsements, must be submitted to City prior to the commencement of any work under this Agreement and prior to occupancy of the Premises. Contractor shall provide updated certificates upon policy renewal. All policies shall provide that coverage shall not be canceled, materially changed, or non-renewed without reasonable efforts to provide at least thirty (30) days' prior written notice to City by certified mail.

**Insurance Requirements**

All insurance policies required under this Agreement shall be issued by insurance companies:

- a. Authorized to do business in the State of North Carolina by the North Carolina Department of Insurance;

- b. Having an A.M. Best rating of not less than A-VII; and
- c. Acceptable to City in its reasonable discretion.

Contractor shall procure and maintain, at its own expense throughout the term of this Agreement, the following minimum insurance coverage:

**a. Commercial General Liability Insurance**

Contractor shall purchase and maintain Commercial General Liability Insurance with combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, covering bodily injury, personal injury, and property damage. This policy shall:

- 1. Designate City as an additional insured;
- 2. Provide Contractor with contractual liability coverage for liability assumed pursuant to the terms of this Agreement;
- 3. Include independent contractor liability coverage;
- 4. Provide products and completed operations insurance coverage, written on an occurrence basis, with coverage extended for such period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of Contractor in connection with services performed under this Agreement.

**c. Workers' Compensation Insurance**

Contractor shall provide Workers' Compensation Insurance coverage as required by North Carolina law for all of its employees involved in the performance of this Agreement. The policy shall afford coverage to Contractor for employer's liability with a minimum limit of One Million Dollars (\$1,000,000).

**d. Automobile Liability Insurance**

Contractor shall maintain Automobile Liability Insurance with One Million Dollars (\$1,000,000) combined single limit for each accident, covering bodily injury and property damage for all owned, non-owned, and hired vehicles used in connection with this Agreement.

**e. Property Insurance**

- i. Contractor shall carry at all times during the term of this Agreement fire insurance with extended coverage insuring against loss or damage to the buildings and/or other improvements making up the Premises, as well as any equipment, fixtures, and improvements installed by Contractor at the Premises, in an amount equal to the full insurable replacement value thereof. This coverage shall extend to all improvements, alterations, fixtures, and Trade Fixtures installed by Contractor on the Premises.

## **2) DESTRUCTION OF THE PREMISES; CONDEMNATION**

In the event of damage or destruction to the leased property as a result of fire, or other loss not due to normal wear and tear, City shall be required to repair the leased property in an expeditious manner as possible, provided that City's expenditures and repair shall not exceed the insurance proceeds payable under City's and/or Contractor's policy; provided further, that in the event the damage or destruction of the leased property exceeds more than fifty percent (50%) of its then reproducible or replacement cost, as determined by a building contractor licensed to do business in the State of North Carolina, then City shall be under no obligation to repair or restore the leased property and all insurance proceeds under City's and/or Contractor's policy shall be payable to City. In the case of either a partial or total destruction, all rent shall be apportioned to the date of the loss. In the event that the damage or destruction of the leased property exceeds more than fifty percent (50%) of its then reproducible or replacement cost, Contractor may terminate this Agreement in accordance with the provisions of this Agreement with thirty (30) days' prior notice but shall not be required to remove damaged personal property, clean, or otherwise make the property ready for occupancy. In the event that the Premises is subject to acquisition under the laws of eminent domain by any public or private condemnor, and the taking is less than the entire Premises, Contractor shall have the option to terminate this Agreement provided that the portion of the Premises remaining after the taking is insufficient in size to make it feasible for Contractor to continue its operation and use of the property for the remainder of the term of the Agreement. If the taking is of the entire Premises, the Agreement shall terminate. In the event of either a partial or total taking, all rent shall be apportioned at the date of taking, and City shall be entitled to all compensation awarded by the condemning authority either by payment, settlement, or jury award.

## **3) DEFAULT**

1. Any one and more of the following shall constitute an Event of Default by Contractor:
  - (i) Contractor makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains unresolved for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order or relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue unresolved for a period of sixty (60) days or more.

- (ii) The failure of Contractor to pay any undisputed sum due from it in accordance with the provisions of this Agreement within thirty (30) days after written notice thereof from City; or
  - (iii) The breach by Contractor of any material provision of this Agreement, which breach is reasonably likely to cause material harm to City, financial or otherwise, and is not cured within thirty (30) days after written notice thereof from City, provided, however, if the failure is of such a nature that it cannot reasonably be cured within such thirty (30) day period, Contractor shall have a reasonable time thereafter within which to cure, provided that it has commenced and is reasonably proceeding to effect such cure. In the event of a default by Contractor hereunder beyond any applicable cure period, in lieu of termination, City shall have the right to remedy the condition giving rise to the default, and Contractor shall reimburse City for the actual, reasonable cost of such remedy, including, without limitation, all materials and labor. Performance of any act or expenditure of any sum hereunder shall not constitute a waiver of any other right of City under the terms of this Agreement.
2. Any one and more of the following shall constitute an Event of Default by the City:
- 1) A taking or condemnation of the Premises by the City for a public or quasi-public use, that renders the Premises or the Equipment unsuitable for Contractor intended use;
  - 2) The breach by City of any material provision of this Agreement, which breach is reasonably likely to cause material harm to Contractor, financial or otherwise, and is not cured within thirty (30) days after written notice thereof from Contractor, provided, however, if the failure is of such a nature that it cannot reasonably be cured within such thirty (30) day period, City shall have a reasonable time thereafter to cure, provided that it has commenced and is reasonably proceeding to effect such cure. In the event of a default by City beyond any applicable cure period, in lieu of termination, Contractor shall have the right to remedy the condition giving rise to the default, and City shall reimburse Contractor for the actual, reasonable cost of such remedy, including, without limitation, all materials and labor. Performance of any act or expenditure of any sum hereunder shall not constitute a waiver of any other right of Contractor under the terms of this Agreement.
3. Upon the occurrence of any Event or Default as set forth above, or at any time thereafter, the non-defaulting party shall have the right, at its option, to terminate this Agreement by giving notice of termination to the defaulting party not less than thirty (30) days prior to the effective date of such termination, subject to the terms in this Agreement. In addition to the right to terminate this Agreement as provided herein, the non-defaulting party may exercise and pursue any and all rights and remedies against the defaulting party that the non-defaulting party may have at

law or in equity. Upon notice of termination and to the extent of any prepaid tipping fees, Contractor shall refund any unused funds relating to ton tipping fees within five (5) banking days.

### **3) RECORDS ACCESS AND RETENTION REQUIREMENTS**

In order for City to validate host fees, tonnage data, and complete federal and State regulatory reports and plans, Contractor shall give any duly authorized representative of City access to any and all records which are directly pertinent to this specific Agreement for proper review requirements. City's access rights shall not extend to Contractor's client list or other confidential information but shall include, at a minimum, the number of tons passing through the transfer station each day. City shall keep any information obtained confidential, provided, however, that Contractor acknowledges that City is subject to the North Carolina Public Records Act. Access will be provided during normal business hours and City may request copies of any or all records and may conduct audits of said pertinent records at City's expense. Contractor and its subcontractors agree to maintain all records required during the course of this Agreement for a period of not less than three (3) years for review by City.

### **4) NON-APPROPRIATION**

Notwithstanding any other provisions of this Agreement, the Parties agree that ton tipping fee obligations as provided under the Special Stipulations Section in this Agreement, are from appropriations and monies from the City Council and any other governmental entities. In the event ton tipping fee appropriations or monies are not made available to City to pay any prepayment obligations in accordance with this Agreement, as provided under the Special Stipulations Section, for any fiscal year, the obligations regarding the ton tipping fee shall terminate immediately without further obligation of City.

### **5) AUDIT**

Contractors that receive over five thousand and zero cents (\$5,000.00) of public funding within a fiscal year, including the number of grants or loans and the value of any in-kind donations from a local government, the State, or the federal government shall provide City with a certified audit, a copy of the management letter, and management's response to the auditor recommendations, by independent auditors for a prior fiscal year period prior to receiving any funds from City. If City funds were used during the fiscal year of the audit, the audit would specifically state the purposes for which City funds were used. The audit will specifically describe any exceptions and the amount of the exceptions. If such audit is not available upon the commencement of this Agreement, the audit is due to City no less than one hundred and twenty (120) days after the Contractor's current fiscal year. Furthermore, City may request to review an audit or audit Contractor within the five-year period following the expiration of this Agreement.

- a. If at any time City determines Contractor is not in compliance with either this Agreement or N.C.G.S. § 159-40, or any other federal, state, or local law, policy, or regulation affecting the expenditure of public funds, Contractor shall be notified in writing as to the nature of the deficiency. It is the responsibility of Contractor at its expense to rectify and/or reconcile any material deficiencies identified by audit or quarterly review of financial activity by City. Failure to cure a material deficiency in compliance with N.C.G.S. § 159-40 or the terms of this Agreement within thirty (30) days of receipt of a written notice from City shall constitute a default and may be cause for termination of this Agreement.
- b. At any time City deems it necessary or appropriate, Contractor agrees that an internal audit by City may be made of the Contractor's books or records to the extent necessary to assess compliance with this Agreement.

#### **6) INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Contractor is not an agent, officer, or employee of City and shall have no authority to act as an agent of the CITY nor enter any agreement for or on behalf of the City. Contractor shall at all times provide City with satisfactory proof of its status as a foreign corporation organized to do business in the State of North Carolina.

#### **7) MEMORANDUM OF LEASE**

City will execute in customary form a Memorandum of Lease for recording in the Cumberland County Registry. A copy of the Memorandum of Lease is attached to this Agreement as Exhibit A.

#### **8) SPECIAL STIPULATIONS**

- a. Contractor agrees that it will reasonably cooperate with City to help design transportation routes that attempt to minimize the material adverse effects, if any, of Contractor' hauling vehicles and transfer trucks on local property owners near the Premises. Contractor will also use commercially reasonable efforts to inform and, to the extent reasonably practicable, require, that third-party haulers making deliveries to the Premises use the same "preferred" routes (for example, requiring in delivery contracts that certain routes, rather than others, be used).
- b. Contractor agrees to continue to employ a minimum of three (3) employees to manage the Premises and agrees to add one (1) employee for every additional sixty thousand (60,000) tons of waste transferred annually above the rate as of the signing of this Agreement.
- c. Contractor agrees to allow City to dump Acceptable Waste at the Premises at forty-eight dollars (\$48) a ton tipping fee, if needed, during regular business hours or as otherwise agreed for the duration of this Agreement. The tipping fee shall increase each year by the annual percentage increase in the Consumer Price Index All Urban Consumers (CPI-U), as published by the Bureau of Labor Statistics of

the United States Department of Labor for the most recently available 12-month period.

- d. The provisions contained in this Section shall terminate upon the expiration or earlier termination of this Agreement.

## 9) IMPROVEMENTS AND FIXTURES

Upon the termination of this Agreement, Contractor agrees that any improvements or alterations made to the Premises will remain on the Premises and treat any and all buildings as real property and objects as a fixture, becoming permanently affixed to the Premises. Under this Agreement, an object is considered a real property fixture if it was attached to the real property which includes any building and piece of land located on the Premises, during the term of this Agreement. This extends to any building or fixtures built, installed or added under any previous Agreements between the Parties.

Notwithstanding the provisions above, Contractor shall have the right to remove trade fixtures, equipment, and personal property installed by Contractor at Contractor's expense that are used in Contractor's trade or business and that can be removed without material damage to the Premises ("Trade Fixtures"). Contractor must remove all Trade Fixtures prior to or upon termination of this Agreement and shall repair any damage caused by such removal, restoring the Premises to its original condition, reasonable wear and tear excepted. Any Trade Fixtures not removed within sixty (60) days after termination of this Agreement shall be deemed abandoned and shall become the property of City, which may dispose of them without liability to Contractor. Contractor shall provide City with at least fifteen (15) days' written notice prior to removal of any Trade Fixtures.

### a. Fixtures and Equipment Inventory

Within ninety (90) days after the Effective Date of this Agreement, the parties shall jointly inspect the Premises and prepare a comprehensive list of Fixtures and Equipment Inventory ("Inventory") that shall be attached hereto as Exhibit B. The Inventory shall categorize all items as follows:

1. **Existing Fixtures** - Items present on the Premises as of the Effective Date that are fixtures of the real property and owned by City;
2. **Existing Equipment** - Personal property and equipment present on the Premises as of the Effective Date, with designation of ownership;
3. **Contractor Improvements** - Items to be installed by Contractor that will become permanent fixtures and City property upon installation;
4. **Trade Fixtures** - Items to be installed by Contractor that qualify as Trade Fixtures removable by Contractor upon termination.

The Inventory shall include, for each item: (i) description; (ii) location; (iii) condition; (iv) ownership status; (v) category designation; and (vi) photographs where

appropriate. Both parties shall sign the completed Inventory, and it shall be incorporated into and made part of this Agreement.

Contractor shall provide City with written notice within fifteen (15) days of installing, removing, or materially altering any fixture, equipment, or improvement on the Premises. Upon City's request, the parties shall update the Inventory to reflect such changes. Any item installed by Contractor that is not designated as a Trade Fixture in an updated Inventory shall be deemed an improvement that becomes City property under this Section. Contractor shall provide documentation, including invoices and photographs, for any items Contractor claims as Trade Fixtures.

#### **10) PREMISES PERMIT**

Contractor obligations under this Agreement are at all times conditioned upon Contractor having obtained and maintaining for the Premises, and Contractor use thereof, all such permits and licenses for operating a municipal solid waste transfer station as may be required by the State of North Carolina and any other applicable governmental authorities. Except for those permits to be issued in the name of City and described in Section 4-14, Contractor shall obtain permits at its own expense. City shall reasonably cooperate with Contractor in obtaining all necessary permits and licenses. Contractor shall provide copies of all such permits and approvals to city upon request.

#### **11) WARRANTIES**

- a. City hereby represents and warrants that City is the owner of the Premises in fee simple absolute, subject to any covenants, conditions, restrictions, easements, encumbrances and other matters of record. Except as set forth in this Section 13, City makes no warranty regarding the condition, suitability, or fitness of the Premises for Contractor's intended use.
- b. City covenants that Contractor, upon payment of all rents and other charges provided herein, and upon observance and performance of the covenants, conditions, and terms of this Agreement, shall peaceably hold and enjoy the Premises for the term hereby granted without hinderance or interruption by City or any other person or persons claiming under City, except as herein expressly provided.

#### **12) ASSIGNMENT**

Contractor shall not assign its contract rights under this Agreement nor any part thereof, nor delegate or subcontract any performances hereunder without first obtaining City's written approval thereof.

#### **13) SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be construed as a waiver of City's sovereign immunity, governmental immunity, or the protections provided to City under North Carolina law, including but not limited to the North Carolina Tort Claims Act, N.C. Gen. Stat. § 143-291 et seq., and the Public Officers and Employees Liability Insurance Act, N.C. Gen. Stat. § 160A-485. The liability of City, if any, shall be limited as provided by applicable North Carolina statutes. No provision of this Agreement requiring insurance,

indemnification, or allocation of risk shall be construed as a waiver of any immunity or limitation on liability to which City is entitled under law.

**14) ENTIRE AGREEMENT**

This Agreement, together with any exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. This Agreement may not be amended or modified except by a written instrument signed by both parties.

**15) SEVERABILITY**

The Parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.

**16) BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**17) SURVIVAL OF TERMS**

All warranties and representations contained within this Agreement shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement. Any survival of claims regarding unknown environmental hazards shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement.

**18) SUPERSEDING TERMS**

To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

**19) PUBLIC RECORDS**

Contractor acknowledges that City is subject to the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 et seq., and that documents and information provided to City in connection with this Agreement may be subject to public disclosure unless specifically exempted by law. Contractor shall clearly identify any information it considers confidential or proprietary; however, City shall make the final determination regarding disclosure in accordance with applicable law.

**20) CONTRACTOR AND AUTHORITY**

City hereby designates the City Manager or his/her designee as its exclusive agent with respect to this Agreement. The City Manager or his/her designee is authorized, on behalf of City, to negotiate directly with Contractor on all matters pertaining to this Agreement. Contractor agrees that all of its dealings with City in respect to the terms and conditions of this Agreement shall be exclusively with the City Manager or his/her

designee. Further, Contractor specifically agrees that it shall not implement any requested modifications in the specifications of any of the services subject to this Agreement except in the manner described in the Section 21.

**21) MODIFICATION**

This Agreement may be modified only by an instrument duly executed by the Parties or their respective successors.

**22) NOTICES**

Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with a written acknowledgment of receipt, or mailed by registered or certified mail to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

**CONTRACTOR:**

Waste Industries, LLC, d/b/a GFL Environmental  
1000 Social Street #11000  
Raleigh, NC 27609

**CITY:**

City of Fayetteville – Public Services, Solid Waste Division  
433 Hay St.  
Fayetteville, NC 28301  
Telephone: (910) 433-1984

Dr. Douglas J. Hewett, ICMA-CM, City Manager  
City of Fayetteville --- City Manager’s Office  
433 Hay St.  
Fayetteville, NC 28301

Lachelle H. Pulliam, City Attorney  
City of Fayetteville --- City Attorney’s Office  
433 Hay St.  
Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

**23) E-VERIFY**

Contractor hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies,

which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64, of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64, of the North Carolina General Statutes, must use E-Verify and, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. § 64-26(a). Contractor hereby pledges, attests, and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that anyone currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

#### **24) DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVEST IN IRAN CERTIFICATION**

Contractor certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as “FD Lists”); and (iii) it will not take any action causing it to appear on the Treasurer’s FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, Contractor further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Contractor appearing on the Treasurer’s FD Lists at any time before or during the term of this Agreement.

#### **25) COMPLIANCE WITH LAWS**

Contractor shall, at its sole cost and expense, comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, and requirements. Contractor shall promptly remedy any violations of laws or regulations arising from Contractor's use or occupancy of the Premises. If Contractor fails to remedy such violations within fifteen (15) days after written notice from City (or such shorter period as may be required by law or regulation), City may remedy the violation and charge the cost to Contractor as additional rent.

#### **26) NONDISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

#### **27) GOVERNING LAW**

The validity, interpretation, performance, and execution of this Agreement and all rights accruing under this Agreement are all governed by North Carolina law.

#### **28) VENUE AND FORUM SELECTION**

The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina,

the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

### **29) INDEMNIFICATION**

To the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other party, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of, resulting from, or in connection with the negligence or willful misconduct of such party or its contractors, agents or employees in the performance of this Agreement. This indemnification obligation shall survive for a period of three (3) years following the termination or expiration of this Agreement with respect to the negligence or willful misconduct of either party or its contractors, agents or employees during the term of this Agreement. The indemnification obligations set forth shall not constitute a waiver of City's governmental immunity or sovereign immunity under North Carolina law in any respect.

For purposes of clarity, neither party will be responsible for claims or damages caused by the negligent acts or omissions of the other party or its contractors, agents or employees.

### **30) FORCE MAJEURE**

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations because of a cause beyond its reasonable control, including to the extent applicable an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado or other catastrophic natural event or act of God.

### **31) ARBITRATION**

The Parties shall use their best endeavors to settle any disputes between them promptly and in a manner to help avoid the recurrence of similar disputes. In the event that the Parties are unable to settle their dispute in a timely manner, any dispute arising from a claimed default shall be referred to arbitration. The decision and any award made by the Arbitrator shall be binding and final as to both Parties. Any warning submitted to arbitration shall be upheld or withdrawn by the arbitrator. Each party shall bear their own legal fees in connection with arbitration.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the Parties agree to the terms and conditions in the Agreement and all Appendices hereto and sign to that effect:

ATTEST:

**Contractor**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

**CITY OF FAYETTEVILLE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

JENNIFER L. AYRE  
City Clerk

DR. DOUGLAS J. HEWETT, ICMA-CM  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ANGELICA N. MCDONALD  
Assistant City Attorney

TIFFANY R. MURRAY  
Chief Financial Officer

**Exhibit A**

**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

**MEMORANDUM OF LEASE**

THE CITY OF FAYETTEVILLE, a North Carolina local municipal corporation located at 433 Hay Street, Fayetteville, NC hereby leases to \_\_\_\_\_, a corporation organized under \_\_\_\_\_ for a term beginning the \_\_\_\_ day of \_\_\_\_\_, 202\_ and continuing for a maximum period of ten years, including extensions and renewals, if any, the following property:

Being all of Lots 2-47 along with the portions of Cole Street and Driver Street as shown on that certain plat entitled "Property of the EA Poe Estate" recorded in Plat Book 9, Page 20 of the Cumberland County Registry, State of North Carolina.

The provisions set forth in a written lease agreement between the parties dated the \_\_\_\_ day of \_\_\_\_\_, 2025, are hereby incorporated in this memorandum.

***CITY OF FAYETTEVILLE***

By: \_\_\_\_\_  
DR. DOUGLAS J. HEWETT, City Manager, ICMA-CM

ATTEST:

\_\_\_\_\_  
JENNIFER L. AYRE, City Clerk

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

STATE OF NORTH CAROLINA

**COUNTY OF CUMBERLAND**

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, certify that **Jennifer L. Ayre** personally came before me this day and acknowledged that she is the **City Clerk** of **City of Fayetteville**, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by herself as its **City Clerk**.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Official Seal)

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County and State, do hereby certify that \_\_\_\_\_ of \_\_\_\_\_ LLC personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_ LLC and in such representative capacity voluntarily signed and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(Official Seal)

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**EXHIBIT B**

**FIXTURES AND EQUIPMENT INVENTORY**

**Agreement Between:** City of Fayetteville ("City") and Waste Industries, LLC ("Contractor")

**Property Address:** 583 Winslow Street, Fayetteville, NC 28301

**Inspection Date:** [Insert Date]

**Inspected By:**

- City Representative: \_\_\_\_\_ Date: \_\_\_\_\_
  - Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_
- 

**INSTRUCTIONS FOR USE**

**Category Definitions:**

- **EF** = Existing Fixture (Present on premises; owned by City; part of real property)
- **EE** = Existing Equipment (Present on premises; personal property; ownership as noted)
- **CI** = Contractor Improvement (To be/was installed by Contractor; becomes City property)
- **TF** = Trade Fixture (Installed by Contractor; removable by Contractor at lease end)

**Condition Codes:**

- **E** = Excellent (Like new condition)
- **G** = Good (Minor wear, fully functional)
- **F** = Fair (Visible wear, functional but may need attention)
- **P** = Poor (Significant wear, needs repair/replacement)
- **N/A** = Not yet installed

Item No.	Description	Condition	Category	Ownership	Install Date	Notes
01						
02						
03						
04						
05						
06						
07						
08						
09						
10						
11						
12						
13						
14						

## SUMMARY BY CATEGORY

Category	Count	Total Estimated Value
Existing Fixtures (EF)		\$
Existing Equipment (EE)		\$
Contractor Improvements (CI)		\$
Trade Fixtures (TF)		\$
<b>TOTAL</b>		<b>\$</b>

## SPECIAL PROVISIONS AND CLARIFICATIONS

[Use this section to note any special agreements about specific items, disputed classifications, or unique circumstances]

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

# ACKNOWLEDGMENT AND AGREEMENT

The undersigned parties acknowledge that they have jointly inspected the Premises, prepared this Inventory together, and agree that this Inventory accurately reflects the fixtures, equipment, and improvements present on or planned for the Premises as of the date of this Inventory.

The parties further agree that:

1. This Inventory is incorporated into and made part of the Lease Agreement dated \_\_\_\_\_ between the parties.
2. Items categorized as "Existing Fixtures" (EF) are and shall remain the property of City.
3. Items categorized as "Existing Equipment" (EE) are owned as indicated and shall be removed by the owner at or before lease termination unless otherwise agreed.
4. Items categorized as "Contractor Improvements" (CI) shall become the property of City upon installation and shall remain on the Premises at lease termination.
5. Items categorized as "Trade Fixtures" (TF) may be removed by Contractor upon lease termination in accordance with Section 11 of the Agreement, provided Contractor repairs any damage caused by removal.
6. Any items installed by Contractor after the date of this Inventory that are not added to an updated Inventory and designated as Trade Fixtures shall be deemed Contractor Improvements and shall become City Property.
7. This Inventory may be amended or updated only by written agreement signed by both parties.

## FOR CITY:

**City of Fayetteville**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## FOR CONTRACTOR:

\_\_\_\_\_ (Contractor Legal Name)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# AMENDMENT LOG

<b>Amendment No.</b>	<b>Date</b>	<b>Items Added/Modified</b>	<b>Authorized By (City)</b>	<b>Authorized By (Contractor)</b>
1				
2				
3				
4				
5				