

ADDENDUM

PRINTING AGREEMENT

This Printing Agreement ("Printing Agreement") is executed by and between Recycle Across America, a Minnesota nonprofit corporation ("RAA"), a Minnesota nonprofit corporation with offices at 4337 Wilshire Blvd., Mound, MN 55364, Indian River County Solid Waste Disposal District (SWDD), a dependent special district of Indian River County, Florida, with offices at 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960 ("Licensee") and \_\_\_\_\_, with offices at \_\_\_\_\_ ("Printer") as of the latest signature date below ("Effective Date").

WHEREAS, Licensee and RAA have entered into an agreement to license certain recycling label artwork and recycling public service announcement materials;

WHEREAS, Printer provides printing services; and

WHEREAS, Licensee desires to use Printer's printing services to print the RAA Content and RAA desires to grant Printer a limited license to print the RAA Content subject to the terms of this Printing Agreement.

1. Definitions.

"Labels" means the standardized recycling label artwork and images developed and distributed by RAA.

"PSA Assets" means the public service announcement materials developed by RAA for the Program.

"RAA Content" means the Labels and the PSA Assets.

2. Term. The term ("Term") of this Printing Agreement is as follows (select only one option):

From the Effective Date until \_\_\_\_\_ (insert date); or

From the Effective Date until \_\_\_\_\_ (insert number) Labels are printed and \_\_\_\_\_ (insert number) PSA Assets are printed.

3. Termination. Either RAA or Licensee may terminate this Printing Agreement immediately upon written notice if the other party materially breaches this Agreement. Any party may terminate this Agreement upon thirty (30) days' written notice for any reason. Sections 4 and 5 of this Printing Agreement will survive any termination or expiration.

(i) **TERMINATION IN REGARDS TO F.S. 287.135:** RAA certifies that it and those related entities of RAA as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, RAA certifies that it and those related entities of RAA as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

(ii) **LICENSEE** may terminate this Contract if RAA is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

(iii) LICENSEE may terminate this Contract if RAA, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

4. License. RAA hereby grants Printer a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to reproduce the RAA Content solely for Licensee subject to this Printing Agreement. Printer agrees that the RAA Content must conform with the design and layout of the original RAA Content as provided to Licensee by RAA and with all specifications provided by RAA to Licensee from time-to-time; (ii) all use of the RAA Content inures to the benefit of RAA; (iii) RAA will be entitled to review and inspect the RAA Content as printed by Printer; and (iv) Printer will promptly comply with all of RAA's reasonable requests to modify or cease any or all printing of the RAA Content. RAA does not authorize Printer to make any modifications to the RAA Content. Except as expressly set forth in this Agreement, RAA retains all right, title and interest in and to the RAA Content, and all intellectual property rights relating thereto.
5. General.
  - a. Independent Relationship of the Parties; No Authority to Bind Other Party. The parties are and intend to be independent contractors. Neither party has the authority to bind or commit the other party to any contract or obligation whatsoever, and neither party will represent or hold itself out as having any right or authority to do so.
  - b. Assignment. Except as expressly set forth in this Agreement, Printer may not assign, transfer or convey this Printing Agreement (in whole or in part) or any of its rights under this Agreement to any third party without the prior written consent of RAA and any attempted assignment, transfer or conveyance without such consent will be void and of no force or effect.
  - c. Successors and Assigns. The terms, conditions and obligations of this Printing Agreement will inure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.
  - d. Notices. Any notice required or permitted to be given under this Printing Agreement will be deemed given: (i) when delivered personally to the party to receive such notice; or (ii) 5 days after mailing by express courier service, fully prepaid, addressed as herein provided, or upon actual receipt of such mailing, whichever will first occur. All notices will be addressed to the parties at the addresses set forth on the cover page to this Printing Agreement or to such other address as any party may notify the other party of in a writing delivered in accordance with this section.
  - e. Governing Law. This Printing Agreement will be governed under the laws of the State of Florida, United States, without regard to its conflicts of law provisions.
  - f. No Waiver. The failure of any party at any time to require performance of any provision of this Printing Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by a party of any breach of any provision of this Printing Agreement or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Printing Agreement.

- g. Severability. If any provision of this Printing Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.
- h. Rules of Interpretation. As used in this Printing Agreement, the word “or” is not exclusive and the words “including” or “include” are not limiting.
- i. Amendment. This Printing Agreement may not be amended except by a written agreement executed by all parties.
- j. Entire Agreement. This Printing Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties.

6. **Public Records Compliance.**

(a) Indian River County is a public agency subject to Chapter 119, Florida Statutes. RAA shall comply with Florida's Public Records Law. Specifically, RAA shall:

(i) Keep and maintain public records required by the County to perform the service.

(ii) Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if RAA does not transfer the records to the County.

(iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of RAA or keep and maintain public records required by the County to perform the service. If RAA transfers all public records to the County upon completion of the contract, RAA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RAA keeps and maintains public records upon completion of the contract, RAA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(b) IF RAA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RAA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street  
Vero Beach, FL 32960**

(c) Failure of RAA to comply with these requirements shall be a material breach of this Agreement.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized representative.

**ON BEHALF OF LICENSEE**

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

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

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

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

**PRINTER**

By \_\_\_\_\_

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

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

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

**RECYCLE ACROSS AMERICA**

By \_\_\_\_\_

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

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

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