



STORAGE TANK AND EQUIPMENT RENTAL AGREEMENT

This Agreement is entered into by and between Innovative Municipal Products (U.S.) Inc., d/b/a Innovative Surface Solutions, a Delaware corporation, maintaining an office for the transaction of business at 454 River Road, Glenmont, NY (referred to hereinafter as "ISS") and the Town of Bristol, maintaining an office for the transaction of business at 6740 County Road 32, Canandaigua, NY 14424 (referred to hereinafter as "Town") to be considered effective as of May 31, 2023.

WHEREAS ISS is engaged in the business of marketing liquid products for road de-icing and dust control ("Liquid Products"); and WHEREAS Town desires to acquire, without major capital outlay, the ability to effectively utilize ISS Liquid Products and, to do so, requires the acquisition of storage tanks and related equipment; and WHEREAS ISS, to further the marketing of its products, is willing to assist Town in the acquisition of storage and related equipment.

The Parties hereby agree as follows: In consideration of Town's agreement to purchase minimum quantities of Liquid Products as hereinafter set forth, ISS hereby leases to Town, under the terms and conditions of this Agreement, the following storage tanks, and equipment (referred to hereinafter as "Storage Tanks & Equipment"):

Storage Tanks-	2x 3000-gallon Poly Storage Tanks, Item #1149, value of \$8,271
Equipment-	1x Pump House, Item #1165, value of \$2,288
	1x 925-gallon Spray System, Item #1153, value of \$7,455
	20' of 2" hose, Item #1160, value of \$131
	Important EQPT Docs & Signage, Item# 1096
Freight-	Freight charges of \$2,111
Total-	Freight, Equipment, and Storage Tanks value of \$20,255
Commitment-	Minimum annual purchase of 13,000 gallons ISS Liquid Products

Terms and Conditions of the Agreement:

- 1. Term of Contract:** This Agreement shall be in effect from May 31, 2023, for a period of three (3) years ("Initial Term"). Three (3) years after the Effective Date of this Agreement, if the Town is not in default, Town shall have the option to continue to rent tanks and equipment for an additional 3 years under the same terms of liquid usage. At the end of the 3-year extension, if the Town has purchased a minimum of 78,000 gallons of ISS liquid, title to the storage tanks and equipment may be transferred to Town in "as is" condition and ISS will provide documentation to the Town transferring said title.
- 2. Volume Commitment:** In consideration for the rental of Storage Tanks and Equipment, Town covenants and agrees to purchase from ISS not less than 13,000 gallons of ISS Liquid Products per year for the term of the contract at fair market pricing.
- 3. First Order:** Town agrees to place their first order prior to the storage tanks and equipment delivery so that the storage tanks can go into immediate service.
- 4. Storage Tanks:** ISS is the sole owner of 3,000-gallon storage tanks. During the term of this Agreement, Town shall use the Storage Tanks exclusively for ISS liquid products. Any decision by the Town to terminate this agreement will result in ISS having the right to repossess the storage tanks.
- 5. Equipment** ISS is the sole owner of the equipment. Town shall use the equipment exclusively for ISS liquid products.

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INNOVATIVECOMPANY.COM

Initial by Town Official Signing Agreement



- 6. **Modifications:** These are basic systems; any additional parts needed are not included and their purchase is the responsibility of the Town. Town shall refrain from modifying the equipment without the expressed written consent of ISS. Application for consent shall be addressed to ISS and sent via email to equipment@innovativecompany.com or fax at 518-729-5181. Any decision by Town to terminate this agreement or any unauthorized modification of the equipment will result in ISS having the right to repossess the equipment that is currently under Agreement.
- 7. **Manufacturer Warranty Equipment & Storage Tanks:** ISS shall be responsible for any manufacturer defects to the Equipment and Storage Tanks during the time title vests in ISS provided the Equipment and Storage Tanks are not modified without the written consent of ISS and used in the normal course of business and as intended by the manufacturer and ISS.
- 8. So long as title to the Storage Tanks and Equipment shall remain in ISS and possession of the Storage Tanks and Equipment shall remain in the Town, the Town shall be responsible for the repair or replacement of the Storage Tanks and Equipment should either of them be damaged or destroyed.
- 9. **Successor and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.
- 10. In the event that ISS, in its sole opinion, determines that the quantity of ISS Liquid Product being purchased by Town is insufficient to warrant ISS' investment in the Storage Tanks and Equipment, then ISS may so notify Town and thirty (30) business days thereafter ISS shall have the right to repossess the Storage Tanks, Equipment and this Agreement shall terminate.

INNOVATIVE MUNICIPAL PRODUCTS (U.S.) INC.

By: <u><i>J. Hicks</i></u>	Authorized Signature
<u>Jeffrey Hicks</u>	Print Name
<u>Director of Operations</u>	Position/Title
<u>May 4, 2023</u>	Date

I certify than I am the (title) _____ for the Town of Bristol, NY ("Town") and as an authorized officer of the Town, I certify that I am authorized to sign contracts and other legally binding documents related to Agreements with ISS and by signing below I am confirming that I am in agreement with above terms and conditions.

TOWN OF BRISTOL, NEW YORK

By: _____	Authorized Signature
_____	Print Name
_____	Position/Title
_____	Date