

SERVICE AGREEMENT BETWEEN THE VILLAGE OF COTTAGE GROVE AND PURPLE COW ORGANICS, LLC

This Service Agreement ("Agreement") is between the Village of Cottage Grove, a Wisconsin municipal corporation (the "Village") and Purple Cow Organics, LLC, a Wisconsin limited liability company ("Company") and is dated as of the date of last signature below ("Effective Date").

1. Scope of Agreement and Services. This Agreement sets forth the terms and conditions that apply to the Services (defined below) that Company will provide to the Village. The Village will deliver from time to time Village residents' yard and brush waste ("Waste") to Company at 3001 Meier Road, Madison, Wisconsin between the hours of 7 am and 4:30 pm, Monday through Friday. Company shall receive, process and compost the Waste ("Services"). Company may reject a Waste delivery if the Company reasonably determines the Waste contains contaminants such as plastic, rock, metals or paper at levels that prevent the Company from being able to perform the Services. Company shall perform the Services in compliance with all applicable local, state and federal ordinances, laws and regulations and in such a manner as to protect the safety, health and welfare of the public and its employees.

2. Term of Agreement. The term of this Agreement shall be one (1) year commencing on the Effective Date. Either party may terminate this Agreement for any or no reason by providing 30 days' written notice to the other party.

3. Payment for Services. The Village shall pay Company \$5,100 on or before August 1st, 2022 for the first year of Services ("Contract Price"). The Contract Price is based on the assumption the Village will deliver 425 tons of Waste per year at \$12/ton. If the quantity of Waste delivered far exceeds such amount as reasonably determined by the Village, this Agreement may need to be amended.

4. Indemnification. Company agrees to indemnify the Village from and against all claims, damages, demands, costs, expenses (including attorney's fees) or liabilities of every kind and nature in connection with this Agreement or on account of the performance of the Services by Company or its employees and agents. Nothing in this paragraph or in this Agreement shall be construed as a waiver or limitation of the Village's rights under Wis. Stat. sec. 893.80 or of the statutory damage limitations provided therein. This Section 4 shall survive the expiration or termination of this Agreement.

5. Notices. All notices required by this Agreement shall be in writing and shall be deemed to have been given if (a) delivered by hand to the party to whom said notice was directed (b) mailed by registered mail or (c) delivered by email, to the parties at the following addresses, which may be changed from time to time upon written notice to the other party:

Village: Village Hall
 Attn: Village Administrator

221 E Cottage Grove Rd.,
Cottage Grove, Wisconsin 53527
Email: mgiese@village.cottage-grove.wi.us

Company: Purple Cow Organics, LLC
Attn: Jerod Reuter, COO
PO Box 620856
Middleton WI 53562
Email: JReuter@PurpleCowOrganics.com

6. Assignment. This Agreement shall not be assigned without the prior written consent of the other party.

7. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous oral and written communications, understandings or agreements relating to the subject matter hereof. This Agreement may be amended or modified only by a written agreement executed between Company and the Village.

10. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, including by scanned image (e.g., .pdf), emailed or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

In witness whereof, of the parties have caused this Agreement to be properly executed, as of the day and year written below:

ACKNOWLEDGED and ACCEPTED:

VILLAGE OF COTTAGE GROVE

PURPLE COW ORGANICS

_____

Matthew Giese, Village Administrator

Jerod Reuter, COO

Date: _____

Date: 7/6/2022