

AGREEMENT FOR 96-GALLON CART PURCHASE

This Agreement is made and entered into this ____ day of March, 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida (“Town”), and Toter, LLC, a Florida registered vendor of commercial waste containers (“Contractor”).

WHEREAS, the Town requires the purchase of replacement 96-gallon carts to replace existing units that are beyond repair; and

WHEREAS, the Contractor has the necessary qualifications, equipment, and product inventory to provide the required carts; and

WHEREAS, the Town has selected the Contractor under RFQ 106-2026 as the lowest responsive and responsible bidder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Scope of Purchase** – Contractor shall provide 96-gallon carts in accordance with the specifications outlined in RFQ 106-2026 and Contractor’s proposal dated February 24, 2026, both of which are incorporated herein by reference.
2. **Delivery Schedule** – The new 96-gallon carts are expected to be delivered within the next few months, unless otherwise approved in writing by the Town.
3. **Compensation** – The Town shall pay the Contractor a lump sum of \$15,524.77, inclusive of all delivery, materials, and associated costs.
4. **Warranty** – Contractor shall provide the standard manufacturer’s warranty on all purchased units, commencing upon delivery and acceptance by the Town.
5. **Licenses and Insurance** – Contractor shall maintain all required licenses and insurance, including general liability and workers’ compensation, during the term of this Agreement.
6. **Compliance with Laws** – Contractor shall perform all services in accordance with applicable federal, state, and local laws.

7. **Termination** – The Town may terminate this Agreement for cause or convenience upon written notice.
8. **Public Records** – Contractor shall comply with Chapter 119, Florida Statutes, relating to public records.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF LAKE PARK
By: _____

Name: _____

Title: _____

Date: _____

Toter, LLC
By: _____

Name: _____

Title: _____

Date: _____