



**AGREEMENT FOR USE OF THE ALMA MUNICIPAL COMPOST
SITE AND COMMERCIAL USERS KEY RELEASE FORM**

The Undersigned Key Recipient covenants to indemnify and hold harmless the City of Alma from all claims, demands or actions for injury to or the death of any person or loss or damage to the personal property of Key Recipient, its employees, agents, invitees, licensees, or others resulting from the use of the Alma Municipal Compost Site. Key Recipient further agrees to indemnify the City of Alma against all such causes of action and such indemnity shall include the cost, expense and attorney fees reasonably incurred by the City of Alma as a result of any claims of liability against the City of Alma from the use of the Alma Municipal Compost Site by Key Recipient. Nothing in this document shall inure to the benefit of a third party.

Anyone wishing to use the Alma Municipal Compost Site must comply with all of the rules for the use of said site set forth below:

1. All compost materials shall be dumped at the designated location for such materials.
2. Key Recipient agrees that he/she will not leave any items in the Alma Municipal Compost Site other than trees, and parts thereof, grass clippings, bush trimmings and other such natural vegetation. Anyone dumping any materials other than natural vegetation shall be liable for all costs of removing said materials from the Alma Municipal Compost Site and shall be subject to any further civil or criminal sanctions as a result of violating this agreement. The individual receiving the key shall be held responsible for any unauthorized use or any other misuse of the Alma Municipal Compost Site should any occur while the Key Recipient has the key checked out.
3. Key Recipient agrees that they will not allow other individuals to use the key to gain access to the Alma Municipal Compost Site unless the Key Recipient is present with such individuals when they use the site. Key Recipient acknowledges that he/she is responsible for the conduct of any other individuals using the key when they have checked it out as if the recipient themselves were using it.
4. Key Recipient shall be charged for the cost of replacing any lost key as well as the cost of replacing the lock if the same becomes necessary as a result of a lost key.
5. Key Recipient shall pay the City of Alma \$100.00 for access to the Alma Municipal Compost Site for a one year period, running from January 1st through December 31st, along with a \$20.00 refundable key deposit. Key Recipient agrees to return the key to the City of Alma within 30 days, if yearly billing is not paid. Said fee and deposit shall be due upon the signing of this agreement.

The undersigned Key Recipient acknowledges that he/she has read this Agreement for Use of the Alma Municipal Compost Site and agrees to comply with the terms thereof.

_____ Date _____ Key # _____