

DONATION SITE AGREEMENT

THIS DONATION SITE AGREEMENT (hereinafter referred to as “Agreement”) is made effective as of April 1, 2024 (hereinafter referred to as the “Effective Date”), by and between Hall County Board of Commissioners, 2875 Browns Bridge Road, Gainesville, Georgia, 30504 (hereinafter referred to as “Owner”), and ATS OPERATING LLC, 1900 Crestwood BLVD, Suite #302, Irondale, Alabama 35210 (hereinafter referred to as “ATS”).

WHEREAS, Owner owns certain real property more particularly described as All Donations (hereinafter referred to as the “Property”); and

WHEREAS, ATS desires to obtain donations from Hall County Recycling Center locations described in “Exhibit A”; and

WHEREAS, Owner grants ATS the right to collect Property from Hall County Recycling Center locations described in “Exhibit A” in exchange for compensation below and in the manner outlined below

In consideration of the mutual promises covenants set forth herein, the parties hereto do hereby agree as follows:

1. Term and Renewal

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of eleven (11) months thereafter. ATS shall have the right to extend the Agreement after the expiration of the original term. ATS shall have the right to extend the Agreement up to but no more than four (4) times. Should ATS choose to extend the agreement after the expiration of the original term each subsequent individual renewal period shall be for an additional twelve (12) month period. ATS must deliver, in writing to the Owner, notice that they intend to exercise their right to renew the agreement at the end of each distinct term. Owner must receive notice from ATS of their intent to renew the Agreement on or prior to the date of the expiration of the current term. If ATS fails to timely give notice of their intent to renew the Agreement for an additional term Owner may, in its sole discretion, allow ATS an additional thirty (30) days to provide the appropriate notice to Owner. If notice of the intent to renew is not received by Owner from ATS in writing either prior to the expiration of the current term, or prior to the expiration of the additional thirty (30) day period if granted, then Agreement shall terminate.

2. Payment Terms and Schedule

ATS shall pay Owner in the amount of \$0.15 per lbs. for all collections received. ATS shall service each location listed in “Exhibit A” eight (8) times per month, collections by ATS shall include miscellaneous items, textiles, shoes and home goods. ATS agrees that it will remove donations from the bin area of each location during servicing and in doing so shall not leave behind trash or other debris. Items provided to ATS for collection shall at all times be in the sole discretion of Owner.

3. Breach and Termination

If either party breaches its obligations here under and after receiving written notice of the breach from the non-breaching party fails to substantially cure the breach withing ten (10) days from receipt of written notice the non-breaching party shall be entitled to terminate the Agreement.

4. Termination

Either party may terminate this Agreement at ay time and for any reason by providing thirty (30) days written notice to the other party at any time.

5. Severability

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Agreement is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Agreement not so held to be invalid or the application of this Agreement to other circumstances not so held to be invalid.

6. Venue

The parties agree that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party brings suit to enforce the terms of this Agreement, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

7. No Defense or Indemnification by Owner

The parties agree that Georgia law does not allow counties to defend or indemnify other parties, and therefore agree that the Owner shall not be responsible for defending or indemnifying the ATS from any claim brought by any third party against ATS.

8. Modification

This Agreement may not be modified, amended, or added to except in writing fully executed by all the parties hereto. This Agreement constitutes the sole and entire agreement and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

9. Third Parties

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party.

10. Immunities

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses provided to either party hereto by the laws of the State of Georgia or by federal law.

11. Authorization

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

12. Remedies

In the event that either party to this Agreement breaches this Agreement, the party whose breach is alleged shall have ten (10) days, as outlined above in paragraph 3 above, from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach. If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by 10 (ten) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon.

13. No Waiver

The failure of any party hereto to seek a remedy for any alleged breach of this Agreement shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach hereof.

14. Notice

To the extent that either party to this Agreement is required to provide notice to the other party in compliance herewith, notice shall be provided to the following persons:

For ATS:

Cory Lamb [Growth and Development Manager]
1900 Crestwood Blvd, Suite #302, Irondale, Alabama 35210
404-599-1432
clamb@americasthrift.com

For Hall County

Robert Purdum, Assistant Superintendent of Solid Waste
1008 Chestnut Street SE, Gainesville, GA 30503
770-535-8284
rpurdum@hallcounty.org

In witness whereof, the parties hereto have caused this Agreement to be duly executed and made effective as of the Effective Date.



Cory Lamb
Growth and Development Manager
ATS Operating LLC

Richard Higgins, Chairman

Hall County Board of
Commissioners

Sworn to and subscribed before me this
_____ day of _____, 20____.

Notary Public

My commission expires:

Hall County Recycling Center Donation Sites

- Gaines Ferry – 6173 Gaines Ferry Road, Flowery Branch, Georgia
- Flowery Branch – 4395 Falcon Parkway, Flowery Branch, Georgia
- Balus Creek – 3845 Old Flowery Branch, Oakwood, Georgia
- Gould Lane – 1277 Hillside Gardens Lane, Gainesville, Georgia
- Sardis Road – 2801 Sardis Road, Gainesville, Georgia
- Murrayville – 5113 Thompson Bridge Road, Murrayville, Georgia
- Wauka Mountain – 5800 Brookton Lula Road, Clermont, Georgia
- Lula – 6147 Lula Road, Lula, Georgia
- East Crescent Drive – 734 E. Crescent Drive, Gainesville, Georgia
- Tadmore – 3320 Holly Springs Road, Gainesville, Georgia
- Candler – 5604 Poplar Springs Road, Gainesville, Georgia
- Blackshear Place – 2921 Atlanta Hwy, Gainesville, Georgia
- Hall County Landfill – 1700 Oakbrook Drive, Gainesville, Georgia
- Additional Locations as may be mutual agreed upon, in writing, by Hall County and Americas Thrift Store LLC.