AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR TETON COUNTY, IDAHO, RECYCLING & WASTE COLLECTION

This AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR TETON COUNTY, IDAHO, RECYCLING AND WASTE COLLECTION (this "Agreement") is made as of _____, 2026 (the "Effective Date"), by and between TETON COUNTY, IDAHO (the "County"), and RAD CURBSIDE, LLC, a Delaware limited liability company (the "Franchisee").

RECITALS

This agreement is entered into with reference to the following facts and circumstances:

1. On August 12, 2015, the County and Franchisee entered into that certain EXCLUSIVE FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF MATERIALS IN TETON COUNTY (the "Original Franchise Agreement"). The Franchise Agreement was renewed for a term of five years on February 14, 2022, by the Board of County Commissioners. This Agreement hereby amends restates, supersedes, and replaces the Original Franchise Agreement.

2. Pursuant to applicable Idaho law, including Idaho Code §§ 31-4402 and 31-4403, the County has the authority and duty to maintain and operate solid waste disposal systems, by exclusive or nonexclusive means, by contract, franchise, or otherwise.

3. It is the intent and purpose of this agreement to provide for the efficient, healthful, and aesthetic collection and disposal system of all acceptable residential and basic commercial solid waste and recyclables for the County through the services of the Franchisee.

4. The Franchisee desires to collect all acceptable residential and basic commercial solid waste and recyclables generated in the County.

5. The County, by this Agreement, grants Franchisee the exclusive right to collect and dispose of all acceptable residential and basic commercial solid waste and recyclables generated in the boundaries of Teton County and will adhere to the relevant and applicable Idaho law.

6. The County deems this Agreement to be in the best interest of the citizens of Teton County and parties hereto.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, it is hereby agreed by and between the County and Franchisee as follows:

ARTICLE 1
DEFINITIONS

For purposes of this document, the following key terms and phrases are defined as follows:

1.1 "Acceptable Solid Waste" and/or "Collection Materials" means all solid and semi-solid putrescible and non-putrescible Recycling & Waste and garbage, and/or approved recyclable or compostable materials generated, produced or accumulated by residents of the County, including basic commercial & residential regularly generated waste and recyclable materials, and excluding any materials that are unacceptable to Franchisee or that Franchisee does not collect such as Hazardous Waste and/or as deemed acceptable by applicable disposal site, as defined below. Large bulky items, appliances, batteries, paint, items containing an engine or compressor, items containing CFCs or PCBs (such as white goods) may not enter are subject to collection via methods deemed necessary to ensure safety of operations & operators as well as in alignment with applicable state rules and laws.

1.2 "**Administrator**" means the County's Public Works Director or, upon prompt written notice to the Franchisee, another County staff member designated by the County.

1.3 "**Agreement**" means this exclusive franchise agreement between the County and Franchisee inclusive of all attachments, appendices, and exhibits, including but not limited to the Diversion Plan.

1.4 "Agreement Area" (or "Exclusive Service Area") means the geographic area described as the boundaries of Teton County, Idaho. The Exclusive Service Area includes all land in Teton County.

1.5 'Basic Commercial Waste" means all solid waste generated by commercial, institutional, , retail, and non-residential establishments—including but not limited to retail stores, restaurants, offices, hotels, and multi-family complexes, with the exception of temporary, project-specific roll-off containers as defined in Idaho Code section 50-344(2)

1.6 "Bulky Waste" or "Bulky Items" means waste to include furniture, appliances, metal items, and larger items not normally collected from the weekly residential collection programs. Items not considered bulky waste, tires, paint, hazardous waste, pesticides, appliances containing freon, and any item specified as "Excluded Waste" or "Hazardous Waste" under Article 1.10.

1.7 Breach means any failure by the parties, or either of them, to meet any obligation or condition under this Agreement.

1.8 "Collect" or "Collection" means to take physical possession, transport, and remove solid waste within the County.

1.9 "Commercial Waste" means solid waste generated by a commercial establishment.

1.10 "Customer(s)" means any entity, property owner, renter, occupant or individual subscribing to or requesting services from Franchisee.

1.11 "County" means Teton County, Idaho.

1.12 "Excluded Waste" or "Hazardous Waste" means any waste designated as hazardous by the United States Environmental Protection Agency in 40 CFR, Part 261, or by the Idaho Department of Environmental Quality (DEQ) in the Hazardous Waste Management Rules, including, but not

limited to, RCRA hazardous waste, petroleum products, asbestos, PCB transformers, medical waste, radioactive, volatile, flammable, explosive, toxic or hazardous substance or material, including any substance listed or characterized as toxic or hazardous by any applicable federal, state, or local law.

1.13 "Exclusive Right" means the Franchisee shall have the sole right to Collect all acceptable residential and basic commercial solid waste and recyclables in the Agreement Area; such Exclusive Right shall not apply to activities that are exempt from franchise exclusivity under applicable Idaho law.

1.14 "Extra Solid Waste" (or "Overage") means any solid waste that will not fit inside the provided container.

1.15 "Holiday" The holidays observed by Franchisee shall be in alignment with the disposal site holiday schedule and include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Observing the holiday means that collection is rescheduled within +/- 5 days of regular schedule but not eliminated. The Franchisee shall observe no additional holidays without the prior approval of the Administrator.

1.16 "Industrial Waste" means solid waste generated by industrial establishments etc.

1.17 "Local Manager" a local, authorized managing agent designated by Franchisee upon whom the County may serve all notices pursuant to Section 8.2 of this Agreement.

1.18 "Provided Container" means approved solid waste receptacle provided by Franchisee.

1.19 "Residential Unit" means any single-family household, duplex, triplex or multi-unit generating solid waste or recyclables.

1.20 "Transfer Station" or "Disposal Facility" means the Teton County Transfer Station currently located at 1088 Cemetery Road, Driggs, Idaho 83422 and/or a regulated disposal facility.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF FRANCHISEE; GRANT OF FRANCHISE

2.1 Franchisee Status
Franchisee is and shall be an independent entity and not an agent or employee of the County**.**

2.2 Franchisee Authorization
Franchisee has the authority to enter into and perform its obligation under this Agreement. The Franchisee has taken all actions required by law, its articles of incorporation, or otherwise authorize the execution of this Agreement.

2.3 Compliance with the Laws and Regulations
Franchisee hereby agrees, covenants, and promises to comply with all provisions of the current Teton County Code and any amendments thereto, and with all other applicable State, Federal, or other laws or regulations pertaining to the collection and disposal of solid waste or recyclables, or any other relevant laws in effect or that shall become effective during the term of this Agreement.

Franchisee and its employees shall operate and maintain all collection vehicles and equipment in compliance with all applicable law. Any DOT equipment citations and issue resolutions shall be reported to the County. Franchisee shall maintain all necessary licenses and registrations and shall timely pay all fees and taxes on all vehicles and equipment as required under applicable law.

Franchisee hereby agrees, covenants, and promises to comply with all provisions of the current Teton County Code and any amendments to the Teton County Code, and with all other applicable State, Federal, or other laws or regulations pertaining to collecting and disposing of solid waste or recyclables, or any other relevant laws, which are in effect or shall become in effect during the course of this Agreement. The Franchisee and its employees shall operate and maintain all collection vehicles and equipment in compliance with all applicable law. Any DOT equipment citations and issue resolutions shall be reported to the County. The Franchisee shall be required to use bear proof containers that are certified by the Interagency Grizzly Bear Committee (IGBC) for service to property located in the Bear Conflict Zone as defined in Title 4, Chapter 7 of the current Teton County Code. The Franchisee shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under all applicable laws.

2.4 Grant and Acceptance of Agreement

County hereby grants to Franchisee the Exclusive Right and privilege to collect and dispose of all residential and basic commercial solid waste and recyclables generated and/or accumulated within the Agreement Area. (unsure if additional language subtraction or addition is needed here, we will accept the changes as needed)

Franchisee hereby accepts the Agreement on the terms and conditions set forth in this Agreement.

ARTICLE 3
DURATION OF AGREEMENT

3.2 Term

The Initial Term of this Agreement shall be five (5) years commencing from EFFECTIVE DATE. This Agreement shall extend for successive additional terms of five (5) years ("Extension Term") unless either party provides written notice of termination not less than one (1) year prior to the expiration of then Initial Term, or the then current Extension Term.

ARTICLE 4
SCOPE OF AGREEMENT

4.1 Scope of Agreement

This Agreement grants to the Franchisee the Exclusive Right to collect, transport, and dispose of all residential and basic commercial solid waste and recyclables generated in the County, subject to the terms of this Agreement. Such Exclusive Right shall not apply to activities exempt from franchise exclusivity under Idaho Code § 50-344(2) or any other applicable state laws. Such

incidental hauling activities include the right of local builders, trades people and industrial entities to contract with any competitive provider for temporary, project-specific waste containers, roll-off boxes and construction/demolition debris removal as described under the aforementioned Idaho Code Idaho Code § 50-344(2). (unsure if additional language subtraction or addition is needed here, we will accept the changes)

4.2 Administration of Agreement

The Public Works Director is designated by the County as its Contract Administrator for this Agreement. County may, in its sole discretion, change its designation of the Public Works Director to another County Staff Member and shall promptly give written notice to Franchisee of any such change.

4.3 Use of County Streets & Roadways

Franchisee's Exclusive Right allows Franchisee to operate collection vehicles and equipment on County streets, public ways, right-of-way(s), or easements.

4.4 Modification to Scope of Services

In the event that the County proposes a commercially reasonable modification to the Scope of Services as set forth in Article 5 below, which furthers the goals of diversion and complies with the regulations applied to Franchisee herein and in the Solid Waste and Recyclable Material Collection, Hauling, Management, Transportation and Transfer Ordinance found at Title 4, Chapter 8 of the County Code (the "Proposal"), the following right shall be afforded the parties. The County shall submit the Proposal to the Franchisee to vet as to compliance herewith. In the event the parties agree that the Proposal complies with the terms hereof, the Franchisee shall have a period of 30 days to determine whether or not the Franchisee will add the Proposal to the Scope of Services. In the event that the Franchisee does not decide to add the Proposal to the Scope of Services, the Proposal shall become an exception to the "Exclusive Right"; provided, however, that any such exception shall be limited solely to the specific services expressly described in the Proposal, shall not be expanded by implication or administrative interpretation, and shall not materially diminish or impair the Franchisee's Exclusive Right with respect to existing services. For the avoidance of doubt, the incidental hauling activities described in Section 4.1 are outside the scope of the Exclusive Right and are not deemed exceptions requiring approval through the Proposal process set forth in this Section.

ARTICLE 5
SCOPE OF SERVICES

5.1 General

The work to be done by the Franchisee pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, material, supplies, and all other items necessary to perform the services, including all licenses and permits required under all federal, state, and local laws and regulations to perform the services under this Agreement. No work under this agreement may be subcontracted by Franchisee without the prior written notice and consent by the County.

The work to be done by the Franchisee pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and business within the County are provided, reliable, courteous and high-quality solid waste and recycling collection services at all times.

In the event Franchisee is not awarded an agreement to continue to provide services following the expiration or earlier termination of this Agreement, Franchisee shall cooperate fully with County to assure a smooth transition of services by performing all services as described within this agreement through the termination date.

Franchisee shall be solely liable and responsible for all obligations to its employees, including without limitation all applicable Federal, State and Local taxes, Social Security contributions, and any employee benefits or compensation that the Franchisee provides to its employees.

5.2 Solid Waste Collection Service & Receptacles

During the term of this Agreement (whether the Initial Term or an Extension Term), Franchisee shall have the exclusive right to enter into service agreements directly with any entity, property owner, renter, occupant or individual generating waste and/or recycling within the Agreement Area for the provision of solid waste and recycling collection and disposal services at the rate set forth in the attached "Exhibit A: Rate Card", which is incorporated herein by reference.

5.2.1 Accessibility & Collection. All containers of acceptable solid waste and/or recycling at residential units shall be placed at an accessible curbside location, Franchisee designated location or within six (6) feet of the curb of a road or right-of-way by 6:00 A.M. on collection days. Customer receptacles must be accessible at the time of service and provide described clearances for service as defined in the customer service documents applicable to service type. Franchisee shall collect and transport waste and recycling between the hours of 6:00 A.M. and 8:00 P.M. on collection days, except for designated holidays, and during undriveable road conditions, including the day before and day after the disrupted service day in which collections are not confined by time constraints and Franchisee shall notify County administrator of any collection operations outside of normal collection times. Franchisee shall not collect or transport at other times, unless the Franchisee has received prior written approval by the Administrator. Commercial dumpsters must be accessible at the time of service and provide described clearances for service as defined in the customer service documents applicable to service type.

5.2.2 **Frequency**. Franchisee shall collect any acceptable materials from Customers at the frequency they subscribe to, on designated collection days. County shall grant Franchisee the right to adjust collection days in the event that a holiday falls on the designated collection day.

5.2.3 **Provided Container(s), Receptacle(s) and Containment.** Franchisee shall provide, at its own cost, receptacles, totes, dumpsters and containers of many types in alignment with Customer(s') desired service type, volume and frequency. Franchisee shall exercise all reasonable efforts to keep Collection Materials collected by Franchisee contained in containers and collection vehicles. All deliveries and retrievals are subject to customer agreement terms and company policy.

5.2.4 **Trucks and Equipment.** Franchisee's trucks shall be marked with the name and branding adequate to be reasonably visible and identifiable. Franchisee's vehicles shall be securely covered when transporting waste and recyclables. The Franchisee shall immediately pick up and properly process or dispose of any and all material that is spilled by the Franchisee at Franchisee's expense. Upon request, Franchisee shall submit a list of vehicles and license plate numbers. All vehicles used by the Franchisee shall be maintained in a proper and safe operating conditions.

5.2.5 **Replacement Containers.** Franchisee shall retain ownership of all carts, totes, dumpsters or other container types provided for customer use. Upon request, Franchisee shall repair or replace damaged or lost receptacles in alignment with customer agreement & company policy.

5.2.6 **Size and Limitations.** Customers shall be limited to the amount of bagged solid waste that will fit inside the Provided Container with lid closed. Extra solid waste that doesn't fit inside the Provided Container may or may not be collected for a fee based on volume or material type and with advance communication from the Customer to the Franchisee in accordance with service policy. Franchisee will remedy or advise a plan for any extra waste, as to avoid issues associated with health and safety.

5.2.7 **Recycling & Diversion.** Franchisee shall make best efforts to encourage customers to recycle and reduce waste in alignment with County initiatives through implementation of RAD's Diversion Metrics & Values Model for solid waste diversion, attached hereto and incorporated herein as "Exhibit B: Diversion Metrics & Values Model." Franchisee shall make best efforts to implement initiatives described in the Diversion Metrics & Values Model (Exhibit B) at all times during the term of this Agreement with the understanding that this is a living document and updated from time to time via collaboration with the County. Any amendments or modifications to the Diversion Metrics & Values Model (Exhibit B) will be collaboratively discussed and reviewed.

Franchisee shall, at a minimum, provide the following service options; provided, however, that the obligation to provide any specific option is contingent upon such option being accepted at the designated disposal facility. If the designated facility modifies or discontinues acceptance of certain materials or disposal methods, the

Franchisee shall have no obligation to continue offering the following options and shall not be liable for resulting service limitations.

- 96- and 65-gallon trash roll-carts with weekly and every other week frequency options
- A variety Seven (7) residential "Combination" Trash and Recycling services options
- A variety Five (5) business "Combination" Trash and Recycling options

5.2.8 Reporting. Franchisee shall provide a quarterly report to Teton County. This report, the "Quarterly KPI Report," will include waste generation & diversion data. The Quarterly KPI Report shall list key performance indicators to help determine the estimated diversion rate for the period. The Quarterly KPI Report will be accompanied by the "Franchise Fee Letter" as described in section 6.3 within this agreement. The Franchisee relies on receiving reports from the County to complete and reconcile the reporting data. Therefore, the County Administrator or County Transfer Station Supervisor will provide the Franchisee with records from the Teton County Transfer Station (or Solid Waste Processing Facility). These records must detail all tonnages of all material types received, processed, exported, sold, and/or held. The records are due to Franchisee within 15 business days of the end of each quarterly period. The Franchisee's Quarterly KPI Report is then due to the County within 30 days of receiving the County records.

5.2.9 Title to Waste. Franchisee acquires title to Acceptable Solid Waste when loaded onto Franchisee's trucks. Title to and ownership of all Collection Materials shall transfer from Franchisee to the Transfer Station upon delivery of the Collection Materials by Franchisee to the Transfer Station and acceptance by the Transfer Station of such Collection Materials. Franchisee may not retain ownership or possession of any Collection Materials that the Transfer Station accepts; all Collection Materials acceptable to the County shall be delivered to the Transfer Station by Franchisee. Title to and liability for any non-conforming or Excluded Waste, including Hazardous Waste, will remain with the commercial or residential customer at all times even if loaded onto Franchisee's trucks. Nothing herein limits any recourse that Franchisee or the County or any other government agency may have against any waste generator for the unauthorized or illegal disposal of any Hazardous Waste, unacceptable, infectious, flammable or other potentially harmful or illegal wastes.

5.2.10 Commercial & Residential Solid Waste & Recycling Collection Services. Each commercial container used by the Franchisee shall be labeled with branding. Franchisee shall have the right to enter into service agreements directly with any included basic commercial business or resident within the County's limits for the provision of solid waste collection, recycling and disposal services at the rate set forth in the attached "Exhibit A: Rate Card."

5.2.11 Disposal Facility. The County shall make the County Transfer Station available and shall maintain regular hours and accessibility. RAD shall follow standard facility flow rules and operate on an equal access basis with everyday citizens and local contractors.

5.2.11.1 Franchisee will not knowingly deliver to the Transfer Station any solid waste or recyclables that are on the list of Teton County Solid Waste & Recycling unacceptable materials.

5.2.11.2 The County currently does not accept any hazardous waste or household hazardous waste. Household hazardous waste is defined as any substance that will no longer be used for its intended purpose and exhibits any of the following characteristics: is flammable, reactive with other chemicals to emit toxic gases, or explosive; is corrosive or toxic to humans and animals. This includes flammable liquids such as paint, brake fluid, hydrogen peroxide, nitrites and nitrates; flammable solids such as adhesives, glues, waxes and silicone sealants; aerosols, poisons, pesticides and asbestos containing materials.

5.2.11.3 Asbestos - Bulk demolition materials from any structures that are intended to be delivered to the Transfer Station must have an asbestos inspection report stating that the demolition material does not contain asbestos, or if asbestos was found, then the asbestos needs to be removed and disposed of properly before the Transfer Station will accept the demolition material.

5.2.11.4 Franchisee may only bring material to the Transfer Station during the hours of operation of the Transfer Station. Due to high flow of vehicles and limited space in Household Transfer building, commercial roll-off containers shall not be delivered to the Transfer Station on Saturdays unless authorized. Franchisee will deliver materials to the Transfer Station so that they will process and unload materials before closing time so that overtime is not required by County Personnel to close down at the end of the day. Franchisee, on a case-by-case basis, may request late arrival; approval of such late arrival is subject to the discretion of Transfer Station Supervisor. County personnel shall be on site at all times if Franchisee is on the property.

5.2.11.5 Franchisee shall pay for disposal of solid waste by Franchisee at the Transfer Station in accordance with any current County fees.

5.2.11.6 Franchisee shall observe and comply with all regulations and policies in effect at the Transfer Station and abide by the guidance and direction of County's personnel while on County property with respect to operations, including directions to unload collection vehicles in designated areas, accommodating any renovations, modifications and maintenance, and hazardous waste exclusion programs. Franchisee shall at all times operate according to safe industry practices. Franchisee will drop off materials in proper location and do their part in maintaining the areas organized and free of material cross contaminations. Franchisee agrees to indemnify, defend, and hold harmless the County, its officers and employees from any claims arising out of Franchisee's use of the Transfer Station, under the terms of Article 7.

5.2.11.7 Alternate Disposal Facility – If the Teton County Transfer Station becomes inoperable or its capacity is significantly reduced, the Franchisee must absorb all

transit risks, operational detours, and alternative processing expenses as an ordinary cost of business.

5.3 Customer Information and Public Education

Franchisee shall maintain an up-to-date website that describes Franchisee's Collection Services, including without limitation information about the various available containers, rates, charges, recycling programs and related customer responsibilities. Franchisee shall also maintain a customer service contact method that shall be available during Franchisee's published hours of operation. Franchisee shall be responsible for prompt and courteous attention to customer service issues. Franchisee shall provide the County with a means of contacting a representative of the Franchisee on a twenty-four (24) hour basis by providing the Franchisee's Operation Director or appointed representative's cell phone.

5.3.1 Franchisee shall maintain its commitment to community involvement, including the sponsorship of annual events and organizations, and shall devote particular attention to educational outreach initiatives designed to promote diversion and recycling.

5.3.2 Franchisee will have information on its website promoting and displaying a variety of recycling and diversion service opportunities.

ARTICLE 6
RATES, FEES, BILLING AND PAYMENTS

6.1 Billing of Customers

Franchisee shall be solely responsible for billing and collection of payment for services afforded to customers. Franchisee shall bill customers in advance for services. Customers shall remit payment to Franchisee no later than the term specified on the bill. Appropriate sales tax shall be added and remitted to the County and/or State. Customers that are delinquent are subject to RAD's customer agreement & billing policies.

6.2 Rates for Service

6.2.1 **Standard Rates: Residential and Basic Commercial** Franchisee shall set pricing with residential and basic commercial customers based on the amount of service needed at each location and at service rates as set forth in attached or updated versions of "Exhibit A: Rate Card."

6.2.2 **Rate Adjustments.** Upon acceptance of this Agreement, and on each anniversary date thereafter, Franchisee may adjust service rates by an amount not to exceed the percentage increase in the Consumer Price Index for (Western CPI) for Water and Sewer and Trash Collection Services Index, as published report by the Bureau of Labor Statistics ("CPI Adjustment"). Franchisee shall provide written notice to the County of any such CPI Adjustment, together with supporting documentation, prior to implementation. The County shall review such documentation for transparency and public accountability purposes.

To the extent that the cumulative annual rate increase, including the CPI Adjustment and any other rate adjustments implemented or proposed within the same twelve (12) month period, exceeds four percent (4%), such increase shall be subject to prior review and approval by the County. Franchisee shall submit a written request for such an increase, together with supporting documentation demonstrating the basis for the

adjustment. No such increase exceeding four (4%) in the aggregate shall take effect without County approval by majority vote by the Board of County Commissioners

In addition to CPI Adjustments, Franchisee may, from time to time, submit a written request to the County for rate adjustments based on documented changes in the cost of operations, including but not limited to changes in applicable laws, ordinances, or regulations; changes in disposal site location; increases in disposal or processing costs; fuel cost fluctuations; labor costs; or other material changes in the cost of providing services. Any such request shall be supported by reasonable documentation.

The County shall evaluate any rate adjustment request submitted pursuant to this Section and shall provide a written determination within thirty (30) days of receipt, or by the conclusion of the second regularly scheduled meeting of the Board of County Commissioners following receipt of such request, whichever is later.

All approved rate adjustments shall be reflected in an updated Exhibit A: Rate Card, which shall be provided to the County and made available as required under applicable law.

6.3 Fee

In consideration for the Franchisee's right to conduct said activities, Franchisee shall pay a fee equal to Ten and 00/100 Dollars ($10.00) per ton of landfill bound waste delivered to the Transfer Station originating from the unincorporated areas of Teton County and in accordance with "Exhibit C: Franchise Fee." The franchise fee may be adjusted by Teton County via approval by County Commissioners at the time of extension but with notification and appropriate process may be modified not more than once annually. The Franchisee shall have the right to adjust its rates to accommodate the impact via presentation to County for approval. Franchise fees shall not apply to waste collected through activities exempt from franchise exclusivity under Idaho Code § 50-344(2).

ARTICLE 7
IDEMNIFICATION AND INSURANCE

7.1 Indemnification

Franchisee shall indemnify, defend, and hold harmless the County, and the County's officers, agents, and employees, from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to the Franchisee's negligent performance of this Agreement. For purposes of this provision, "performance" includes the Franchisee's Exclusive Right and any act or omission of the Franchisee, its officers, employees, agents, or contractors; provided, however, that Franchisee shall have no indemnification obligation for claims, damages, or losses arising from the acts, omissions, or operations of the County-designated disposal facility or its employees, which Franchisee does not own, operate, manage or control.

7.2 Insurance

Franchisee shall obtain and maintain, at its sole expense, insurance of such types and in such amounts as are necessary to cover its obligations and liabilities under this Agreement, and in no

event less than the amounts and conditions specified herein. Franchisee shall require all subcontractors to maintain insurance of the same types and limits. The County shall be named as an additional insured on all required policies. Franchisee shall either (a) include all subcontractors as insureds under its own policies, or (b) provide separate certificates of insurance and endorsements for each subcontractor. All subcontractor coverages shall comply with the requirements of this section. The Franchisee will provide certificates of insurance evidencing the following types of insurance. All insurance noted below will not be cancelled, reduced or materially changed without providing the County thirty (30) days advance notice. The Franchisee shall secure primary liability in the amounts specified.

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation*	As required by law and shall cover all employees including drivers.	As required by law.
Commercial General Liability Bodily Injury/ Property Damage	$1,000,000 $1,000,000 occurrence combined single limit	$2,000,000
Commercial Auto Liability Bodily Injury/ Property Damage	$2,000,000 each accident combined single limit	$1,000,000
Excess/Umbrella Liability	$1,000,000	$2,000,0000

7.2 Insurance

7.2.1 All Coverages. Each insurance policy required by this Agreement shall be occurrence-based, or an alternate form approved by the County.

7.2.2 Acceptability of Insurers. All insurance policies required within Article 7 shall be issued by admitted insurers in good standing with and licensed to do business in the State of Idaho, and possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better. Compliance with this Section shall not limit the liability of Franchisee under this Agreement.

7.2.3 Liability Coverage Amounts. County and Franchisee will cooperate in good faith to establish the amount of liability insurance coverage generally accepted for similar services, and Franchisee will provide such liability coverage amounts.

7.2.4 Franchisee's insurance coverage shall be primary insurance, for all indemnified acts in relation to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be excess of Franchisee's insurance and shall not contribute with it. Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 County Ordinances & Commitments

8.1.1 At all times during the Term(s) of this Agreement, the County shall maintain in full force and effect all ordinances reasonably necessary or appropriate to implement, enforce, and give binding effect to the terms and conditions of this Agreement, including, without limitation, Franchisee's Exclusive Right to perform the services described herein. The County shall not repeal, amend or adopt any such ordinances in a manner that would impair or diminish the enforceability of this Agreement.

8.1.1.1 Notification to Violator(s) - Upon written notice from the Franchisee to the County identifying a violator of this Agreement or any applicable County ordinance(s), RAD may document and submit proof of local ordinance violations to the Public Works Director, but all official reprimands, warnings, and citations will be issued by the County. As deemed applicable and appropriate by the County, the County may at its sole discretion enforce said ordinance with an agreed upon notification letter, drafted by the County, on County letterhead, with a County official signature, which may, at its sole discretion, be issued by the County directly to violators to advise them of their non-compliance with applicable ordinances and this Agreement. The County shall document both the violator's actions and the violator's response and shall provide such documentation to Franchisee upon request. In the event a violation of any applicable County ordinance(s) continues for more than 30 days, the Franchisee may request the County to prosecute the violation.

8.1.2 The Franchisee may request time from County Staff to collaborate, help complete, update, and maintain "Exhibit B: RAD's Diversion Metrics & Values Model".

8.2 Notices.

Any notice required to be provided under this Agreement will be in writing and will be deemed duly given upon the date received by the intended recipient if delivered by hand or by overnight courier, or three (3) days following the date deposited in the United States Mail, certified with return receipt requested, postage prepaid, addressed to the recipient at the address set forth below (or at such change of address as one party advises the other).

COUNTY
Teton County Idaho
Attn: Public Works Director / Darryl Johnson
150 Courthouse Drive
[address redacted]
djohnson@tetoncountyidaho.gov

FRANCHISEE
RAD Curbside
Attn: David Hudacsko
[address redacted]
[address redacted]
[email redacted]

8.3 Captions: Interpretation.

The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The terms of this Agreement are the product of negotiation between the parties and are not to be construed as being drafted solely by one party, and no presumption is to arise there from in favor of either party.

8.4 Modification.
Any matter of this Agreement may be modified from time to time by the written consent of both parties without, in any way, affecting the remainder.

8.5 Severability.
If any provision of this Agreement is deemed invalid and unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision will be deleted or modified, at the election of the parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, effect.

8.6 Dispute Resolution.
Prior to exercising Section 8.7, the Parties shall work in good faith to resolve any dispute or material breach that remains uncured after reasonable notice and expiration of the applicable cure period set forth in Section 8.6.1arising out of the terms or performance of this Agreement. The Parties acknowledge that the collection of household waste is a matter of public health and a significant concern to the County. Accordingly, each Party shall make reasonable efforts to modify or adjust this Agreement as necessary to resolve disputes. If the Parties are unable to reach resolution, they agree to submit the matter to mediation, or another mutually agreed form of alternative dispute resolution before initiating any legal proceeding. The costs of such dispute resolution shall be shared equally by the Parties. In the event legal action is required to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and expenses.

8.6.1 The breaching party shall have thirty (30) days from receipt of notice, unless the breach is not reasonably curable within such period. In that case, if the County or Franchisee begins to cure within 30 days and diligently pursues the cure in good faith, the cure period shall be extended up to ninety (90) days if reasonably necessary. If additional time beyond ninety (90) days is required, the non-breaching Party may, in its discretion, consider a written request for further extension.

8.6.2 Notwithstanding Section 8.6.1, a shorter cure period may be imposed if either party determines that the public health and safety so require. The notice shall specify the applicable cure period.

8.6.3 Either Party may request additional time to cure a breach; however, the receiving Party may grant or deny such requests in its sole discretion.

8.6.4 If the Franchisee is unable to fulfill its obligations under this Agreement, the County, upon prior written notice to the Franchisee, may engage a third party to provide solid waste collection during any notice-and-cure period or period of non-performance but only until the Franchisee is able to resume performance of its obligations.

8.7 Breach of Contract and Termination.

If the Parties are unable to resolve an impasse pursuant to Section 8.6 or any other condition of this Agreement, the non-breaching Party shall provide written notice identifying and describing the unresolved breach. In addition to any rights or remedies available at law or in equity:

8.7.1 Termination by County. The County may terminate this Agreement if the Franchisee has breached any provision of this Agreement and failed to cure the breach within the applicable cure period. Within sixty (60) days after receiving written notice of termination, the Franchisee shall pay to the County all franchise fees owed up to and including the effective date of termination.

8.7.2 Termination by Franchisee. The Franchisee may terminate this Agreement if the County has breached any provision of this Agreement and failed to cure the breach within the applicable cure period. The Franchisee shall not be required to pay franchise fees accruing from the date of breach through the effective date of termination. Within sixty (60) days after receiving written notice of termination, the County shall reimburse the Franchisee for any franchise fees paid that are attributable to the breach period. Franchise Fee accrual will resume as of the agreed upon cure date.

8.8 Instrument for Securing Performance.

Franchisee shall file with County an instrument, in form reasonably acceptable to County, securing Franchisee's faithful performance of Franchisee's obligations under this Agreement. The principal sum of the instrument shall not be less than One Hundred Thousand Dollars ($100,000). The instrument may be in the form of a letter of credit, performance bond, or other performance guarantee and shall remain in force during the Term. If the instrument is a performance bond it shall be executed by a surety company designated as an admitted insurer in good standing with and authorized to transact business in this State by the Idaho Department of Insurance and otherwise reasonably acceptable to the County. The premium for such bond or letter of credit, or any other charges related in any way to Franchisee's obtaining or maintaining any and all such instruments, shall be fully borne and paid by Franchisee. Recovery under the instrument shall not preclude County from seeking additional damages for Franchisees default under this Agreement.

8.9 Bankruptcy.

Franchisee shall immediately notify County in the event that Franchisee ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, reorganizes, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. Where such proceedings are not withdrawn, stayed, or discharged within sixty (60) days, then the County may at its option terminate this Agreement.

8.10 Consequential Damages.

In no event will Franchisee be liable to the County for special, incidental, consequential, or punitive damages.

8.11 Entire Agreement.
This Agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached or incorporated herein by reference.

8.12 Assignment.
The County of Teton hereby covenants and agrees with the Franchisee that, during the lifetime of this Agreement, said Agreement is an asset to the Franchisee's corporation, usable as an instrument to acquire debt or as an asset for encumbrance. No consent is required for debt-financing, internal reorganizations, restructurings, transfers among Franchisee's affiliates, or a pledge or security interest in this Agreement granted to a lender as collateral, provided Franchisee remains liable for all obligations under this Agreement. Assignment requires prior express written consent via an official public vote of the Board which will not unreasonably be withheld. County consent to an assignment of this Agreement or a Change of Control of Franchisee — meaning a transfer of more than fifty percent (50%) of Franchisee's voting equity, or a sale of substantially all of Franchisee's assets used in this Agreement, to an unaffiliated third party — shall not be unreasonably withheld, and shall be deemed reasonable to grant where the proposed transferee has demonstrated experience operating solid waste services of comparable scope, is in good regulatory standing, and has the financial capacity to perform Franchisee's obligations under this Agreement. The County shall respond to a complete request within sixty (60) days. All terms and conditions shall remain in full force, requiring and guaranteeing performance of all commitments and services described in this Agreement to the same degree and standard as currently described and performed. All terms and conditions associated with breach and termination shall remain intact.

8.13 Non-Waiver.
The failure of either Party to require strict performance of any term, condition, or provision of this Agreement shall not constitute a waiver of that Party's right to enforce such provision in the future, nor shall it prejudice the enforcement of any other provision of this Agreement.

8.14 Choice of Forum, Venue, and Consent to Jurisdiction.
Any and all claims or causes of action shall be filed only in the courts of the State of Idaho for Teton County or the United States District Court for the District of Idaho, which shall have exclusive jurisdiction over any disputes which arise between the parties under this Agreement, whether in law or in equity. Each of the parties expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties expressly agrees, consents and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

8.15 Force Majeure.
Neither party will be responsible for any failure or delay in the performance of all or any part of this Agreement caused by acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism including but not limited to cyber-attacks and crimes, sanctions, blockades, embargoes, strikes, lockouts or other similar causes or circumstances that cannot reasonably be prevented by the party whose performance has been delayed or who failed to perform. However, the party so affected promptly will give notice thereof to the other party whenever such contingency or other act or circumstances becomes reasonably foreseeable and will

use commercially reasonable efforts to overcome the effects thereof as promptly as possible and will promptly give notice to the other party after the cessation of such effects.

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

Teton County Idaho	RAD Curbside, LLC
_____	_____
Signature: Commissioner Chair	Signature: David Hudacsko
ATTEST	
_____	
Signature: County Clerk	

Exhibit A: Rate Card (2025)

*The rates set forth herein shall not apply to activities exempt from Franchise exclusivity under Idaho Code § 50-344(2).

RAD Rate Card - 2026		Trash Only			Recycling / Diversion			2026 Rates as of Aug 2026
	Service Description	Bin Qty	Bin Size	Service Freq	Bin Qty	Bin Size	Service Freq	
Residential - Trash and Recycling	(1) 96-gal LBW Weekly & EOW Recycle	1	96 Gal	Weekly	2	18 Gal	EOW	$62.75
	(1) 96-gal LBW EOW & EOW Recycle	1	96 Gal	EOW	2	18 Gal	EOW	$49.75
	(1) 96-gal LBW EOW & Monthly Recycle	1	96 Gal	EOW	2	18 Gal	Monthly	$39.25
	(1) 96-gal LBW Monthly & Monthly Recycle	1	96 Gal	Monthly	2	18 Gal	Monthly	$32.00
	(1) 65-gal LBW EOW & EOW Recycle	1	65 Gal	EOW	2	18 Gal	EOW	$48.00
	(1) 65-gal LBW EOW & Monthly Recycle	1	65 Gal	EOW	2	18 Gal	Monthly	$37.25
	(1) 65-gal LBW Monthly & Monthly Recycle	1	65 Gal	Monthly	2	18 Gal	Monthly	$30.25
Residential Rollcart - Landfill Trash Only	(1) 96-gal LBW Weekly	1	96 Gal	Weekly				$40.75
	(2) 96-gal LBW Weekly	2	96 Gal	Weekly				$74.25
	(3) 96-gal LBW Weekly	3	96 Gal	Weekly				$110.25
	(1) 96-gal LBW EOW	1	96 Gal	EOW				$26.75
	(1) 96-gal LBW Monthly	1	96 Gal	Monthly				$19.75
	(1) 65-gal LBW EOW	1	65 Gal	EOW				$24.50
	(1) 65-gal LBW Monthly	1	65 Gal	Monthly				$18.25
	(1) 96-gal LBW (Bear) Weekly	1	96 Gal	Weekly				$51.75
	(1) 96-gal LBW (Bear) EOW	1	96 Gal	EOW				$37.75
Business - Trash and Recycling	3 yd LBW weekly & 150g recycle EOW	1	3 Cu Yd	Weekly	5	30 Gal	EOW	$216.50
	3 yd LBW Weekly & 3 yd OCC only weekly	1	3 Cu Yd	Weekly	1	3 Cu Yd	Weekly	$249.50
	3 yd LBW weekly & 150g recycle only weekly	1	3 Cu Yd	Weekly	5	30 Gal	Weekly	$246.75
	3 yd LBW Weekly + 3 yd OCC + 150g Recycle EOW	1	3 Cu Yd	Weekly	6	(1) 3 Cu Yd & (5) 30 Gal	EOW	$279.25
	3 yd LBW Weekly + 3 yd OCC + 150g Recycle Weekly	1	3 Cu Yd	Weekly	6	(1) 3 Cu Yd & (5) 30 Gal	Weekly	$333.25
Business - Trash Only	3 yd LBW weekly	1	3 Cu Yd	Weekly				$158.00
	3 yd LBW 2x Weekly	1	3 Cu Yd	Weekly				$334.75
	6 yd LBW Weekly	1	6 Cu Yd	Weekly				$313.75
Residential Only	Convenience Fee for Printed Monthly Statements							$3.00

Exhibit B: RAD Diversion Metrics & Values Model

*Links to 2015 Diversion Plan, collaboration required to update & reconcile
https://drive.google.com/file/d/1-axNaXSKWjid_Qz47cS9qSOWBsE0JnHg/view?usp=sharing

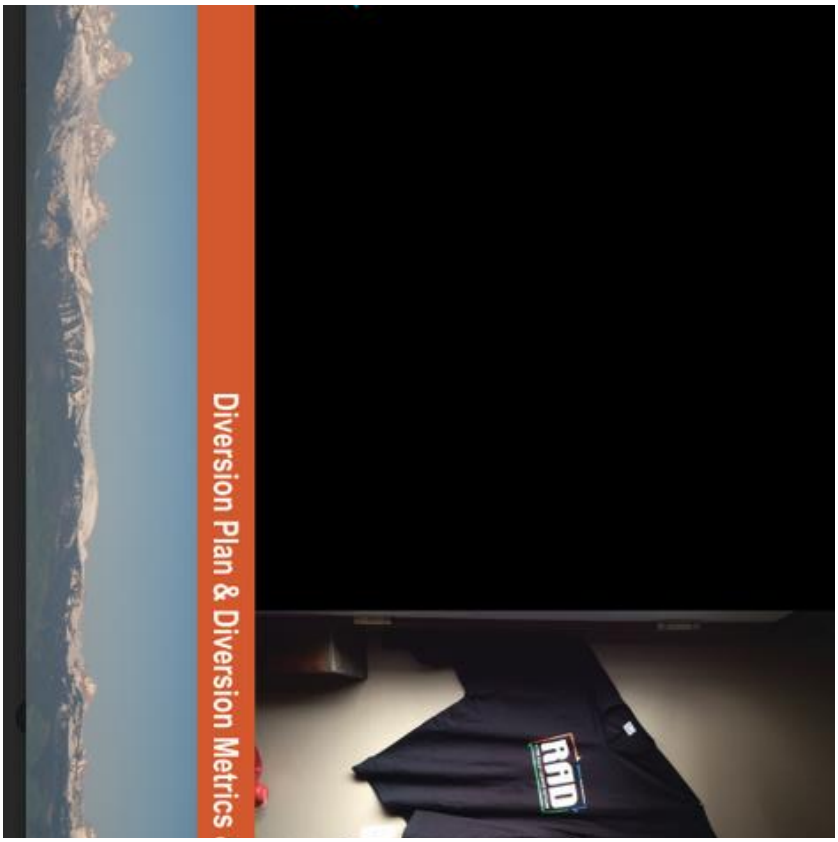


Exhibit C: Franchise Fee

*The franchise fee set forth herein shall not apply to activities exempt from Franchise exclusivity under Idaho Code § 50-344(2).

fee is based on tons of Landfill Bound Waste (LB
nsfer Station generated from Unincorporated Are
reconciled with County scale

THERE PERFORMANCE VALUE? The equa
im to motivate RAD to increase diversion. Th
owth in fee over time. Therefore, RAD is mo
recycle and provide affordable ser

2026	2027	2028	2029
(insert tons)	*(insert tons)*	*(insert tons)*	*(insert tons)*
$10.00	$10.00	$10.00	$10.00
=Tons*$10/ton	=Tons*$10/ton	=Tons*$10/ton	=Tons*$10/ton

is for Commissioner approved development or expansion of diversion and recycli