



Great Lakes Salt Company
PO Box 270443
Milwaukee, WI 53227
www.greatlakessalt.com

SALT BRINE CONTRACT

This Salt Brine Contract (“**Contract**”) is effective December 15, 2020 by and between Great Lakes Salt Company (“**Seller**”) and The City of West Allis (“**Buyer**”) for the purchase and sale of Products pursuant to the following terms and conditions, including **Exhibit A** (Terms and Conditions), which is incorporated by reference. Buyer and Seller may be collectively referred to herein as the “**Parties**.”

“Product”	Customer	Quantity per Event	*Price per Gallon (“Price”)	*Extended Price Per 15,000 Gallons
Liquid NaCL (salt) brine	City of West Allis	estimated at 15,000 gallons	\$0.27 per gallon	\$4,050.00

***Price does not include applicable freight and sales tax.**

TERM: Seller agrees to hold the Price firm from August 1, 2020 through April 30, 2021, provided this Contract is signed and returned within 5 days of the Effective Date.

LOADING TERMINAL: The loading terminal is the location where the Buyer can dispense the Products, currently Winter Services 2100 S. 116th Street, West Allis, WI 53227 or at such other terminal location as Seller may designate to Buyer in writing.

QUANTITY & DISPENSING: By signing this Contract, Buyer agrees to purchase one hundred percent (100%) of the gallons dispensed by Buyer at Seller’s terminal and Seller agrees to supply up to one hundred percent (100%) of Buyer’s estimated gallons per Event. Seller reserves the right to sell additional gallons to Buyer beyond the estimated quantity per event based on availability. Should availability of the Product at the Loading Terminal run low, Buyer may be redirected by Seller to load the Product at another Loading Terminal location at Buyer’s cost.

****If paying by credit card, a 3% service fee will be applied to Total Amount Due****



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EXHIBIT A - TERMS AND CONDITIONS

TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES

1. TERMS TO GOVERN. The terms and conditions of this Contract, including this Exhibit A, constitute the sole and exclusive agreement between the Parties with regard to its subject matter. Any other terms or conditions proposed by Buyer, whether contained in Buyer's purchase order or elsewhere, are expressly rejected and shall not be binding on Seller.

2. TITLE/RISK OF LOSS. Buyer agrees to self-dispense the Products at the designated Loading Terminal, with the assistance of Seller as required. Title and risk of loss shall pass to Buyer at the time Buyer dispenses the Product at the Loading Terminal. Buyer accepts the Products at the time Buyer leaves the designated Loading Terminal. Buyer shall be liable to Seller for any damage or injury caused by Buyer's actions on Seller's property unless the Seller is deemed negligent.

3. PAYMENT AND CREDIT TERMS. Buyer agrees to pay all invoices within thirty (30) days of receipt, without deduction or set-off. Buyer agrees to raise any dispute with regard to the amount of any invoice within five (5) business days of receipt or the invoice is deemed accurate and approved. Interest will accrue at the rate of 1.5% per month on all past due invoices. Buyer agrees to pay all collection costs, reasonable attorneys' fees and court costs incurred by Seller to collect the amount of any past due invoice. Seller reserves the right to modify payment terms or to require payment prior to dispensing the Product if Seller determines that it cannot grant Buyer the credit terms which are specified herein or if Buyer's creditworthiness changes. Seller may: (a) suspend Buyer's right to purchase additional Product during the term of this Agreement if Buyer fails to pay an invoice by the due date, with or without notice to Buyer, until all outstanding invoices are paid, or (b) terminate this Contract effectively immediately and pursue all rights and remedies available at law or in equity.

4. "AS-IS"; WARRANTY DISCLAIMERS. SELLER PROVIDES THE PRODUCTS TO BUYER ON AN "AS-IS" AND "WHERE-IS" BASIS, WITHOUT ANY WARRANTIES WHATSOEVER. SELLER EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, FOR ANY DAMAGES FOR THE FOLLOWING: LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION WHETHER ARISING OUT OF BREACH OF CONTRACT, OR WARRANTY. ANY TECHNICAL ADVICE FURNISHED BY SELLER WITH RESPECT TO THE PRODUCTS IS FURNISHED FREE OF CHARGE AND SELLER ASSUMES NO OBLIGATION, RESPONSIBILITY, OR LIABILITY FOR SUCH ADVICE OR THE RESULTS OBTAINED, ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYER'S SOLE RISK. SELLER SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE.

6. RISK OF LOSS. BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE PRODUCTS IS AT ITS SOLE RISK. BUYER WARRANTS AND REPRESENTS THAT IT HAS INDEPENDENTLY EVALUATED AND CONFIRMED THE SUITABILITY OF THE PRODUCTS FOR ITS INTENDED USE. BUYER SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF THE DISPENSING, USE, SPREADING, STORAGE, OR TRANSPORTATION OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BROUGHT BY A THIRD PARTY ALLEGING THE PRODUCTS OR BUYER'S USE OF THE PRODUCTS CAUSED PERSONAL INJURY, BODILY HARM (INCLUDING DEATH) OR DAMAGE TO PROPERTY TO THAT THIRD PARTY.



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7. FORCE MAJEURE. Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire, flood, windstorm, acts of governmental authorities, strikes, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment, pandemic, or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable without any liability to Buyer. If Seller declares force majeure hereunder, Seller may cancel or delay without any liability any unperformed portion of this Contract upon written notice to Buyer.

8. TERMINATION. If either party breaches any of its obligations under this Contract or any order hereunder, the non-breaching party may give written notice of such breach, and if the breach has not been cured following a 30-day cure period, the non-breaching party may terminate this Contract with immediate effect upon written notice without any further liability. In the event Buyer files a voluntary petition in bankruptcy; makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude Seller from pursuing any other legal or equitable remedy which is available at law or in equity.

9. TAXES. Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, storage, dispensing, consumption or transportation of the Products. If any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the Price payable to Seller for such Products.

10. ASSIGNMENT. The rights and obligations under this Contract are not assignable by Buyer unless in writing and signed by Seller. Any purported assignment in violation of this provision is null and void.

11. FORWARD CONTRACT. The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

12. INDEMNIFICATION. Buyer shall indemnify, defend, and hold harmless Seller and its directors, officers, employees, agents, successors and assignees from and against any and all claims, damages, liabilities, losses, obligations, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees) (collectively "Losses") caused by Buyer, including but not limited to: (i) Buyer's acts or omissions at a Terminal Location; or (ii) dispensing, transporting, storage, spreading or use of the Products

13. INSURANCE. During the term of this Contract and for one (1) year thereafter, Buyer shall at its own expense maintain and carry the following insurance in full force and effect with an insurance company that has an A.M. Best Customer, Inc. Financial Strength Rating of A- or higher and an A.M. Best Customer, Inc. Financial Size Category rating of Class VIII or higher: (i) workers compensation and employer liability insurance within statutory requirements; (ii) commercial general liability in a sum no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (iii) automobile liability insurance with a limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (iv) professional errors and omissions insurance coverage with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified herein. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with ten (10) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller and Seller's insurers.

14. CONTRACT CONSTRUCTION. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

15. CHOICE OF LAW. This Contract will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws provisions. In the event of a dispute involving



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this Contract, any legal proceeding must be heard and determined exclusively in a state court or a federal court with jurisdiction in Milwaukee County, Wisconsin.

16. SEVERABILITY. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention and all remaining provisions shall remain in full force and effect.

17. ENTIRE AGREEMENT. The terms of this Contract constitute the entire terms of the understanding between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral regarding its subject matter.



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Customer Billing Information

Address:

City: West Allis

State: Wisconsin

Zip:



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AUTHORIZED SIGNER; UNDERSTANDING OF TERMS: Buyer represents, promises, and guarantees that the individual signing this Contract is fully authorized to execute this Contract on behalf of the Buyer. By executing below, the Buyer represents and warrants that it, through its authorized signer, has read and understands all terms and conditions of this Contract.

Great Lakes Salt Company

Buyer Name:

**Authorized
Signature:**

**Authorized
Signature:**

**Printed
Name:** Kyle FG Hitchcock

**Printed
Name:**

Title: Division Leader

Title:

Date:

Date: