



### SMALL BUSINESS SUPPLY AGREEMENT

This Agreement is entered into on 4/6/23 by SMI, INC. and Lexington-Fayette Urban County Government. SMI, INC. wishes to purchase recycled glass from Seller, and Seller wishes to sell recycled glass to SMI, Inc. The Parties agree to the following terms and conditions.

**A. Exclusive Relationship:**

SMI will purchase one hundred percent (100%) of glass secured by Seller for the entire term of this Agreement, regardless of any then current market conditions. Seller agrees to sell 100% of its secured recycled glass to Buyer for the entire term of this Agreement.

**B. Pricing and Payment:**

Seller will pay Buyer per the terms outlined below:

Type/Color of Glass	Price per TON
Mixed Glass	(\$15.00)/ton picked up

SMI will guarantee the pricing set forth above for material for the entire term of this Agreement including any subsequent extensions. SMI reserves the right to reject or adjust the pricing for loads contaminated with trash, cookware, ceramics, or other materials that may delay or impede the processing times or quality yield. Notice of rejection for contamination or adjustment in price shall be given in forty-eight hours (2 days) of load delivery.

SMI will tender payment within (45) days of shipment receipt by Strategic Materials. In the event there is a delay or default in payment by SMI, SMI shall be entitled to written notice of any default and shall have ten (10) business days from receipt of such notice to cure such default or delay and immediately tender payment. Written notice may be via letter and/or email or other means of electronic communication.

**C. Right of First Refusal and Match:**

In the event there is a change in market prices during the Term of this Agreement, or the Seller receives a verifiable and legitimate competing offer from another Buyer, Seller agrees that it will notify SMI within fifteen (15) days and shall provide SMI the opportunity to match the competing offer on a first right of refusal basis for all material covered under this Agreement.

**D. Term of Agreement:**

The term of this Agreement shall be three (3) years and shall automatically renew annually (every year) unless either party gives written notice of its intent to terminate the Agreement, not less than sixty (60) days, prior to the end of any then current term.

**E. Choice of Law:**

(a) The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky, excluding its conflict of laws provisions. (b) Any disputes arising under this Agreement shall be exclusively tried in the courts within Fayette County, Commonwealth of Kentucky, and the Parties hereby consent and submit to the exclusive jurisdiction of such courts for such purpose

IN WITNESS HERETO, the Parties have entered into this Agreement as of the Effective Date.

LFUCG, Mayor: Printed \_\_\_\_\_

LFUCG, Mayor: Signature \_\_\_\_\_

SMI: Printed KEVIN JOHNSON

SMI: Signature *Kevin Johnson*  
SR DIRECTOR SUPPLY

Date: \_\_\_\_\_

Date: 4/6/23