

Trash Enclosure Use Agreement

Civic Square Shopping Center / 802-844 El Camino Real

WHEREAS Sunnyvale Civic Square LLC, (hereinafter "Landlord") and

(hereinafter "Tenant") have entered into a Lease Agreement dated _____ for the lease of _____ square feet for a _____ located at _____ El Camino Real; and

WHEREAS THE Sunnyvale Municipal Code section 19.38.030 (a) provides that "All residential and nonresidential uses shall provide adequate recycling and solid waste facilities on site"; and

WHEREAS Landlord has provided a solid waste disposal repository (the "Trash Enclosure") for the purpose of collecting trash from Tenants named herein, and for the collection of that trash by the municipal agency (the "Disposal Service") licensed by the City of Sunnyvale (the "City") to haul trash away; and

WHEREAS Landlord has appointed a Property Manager (the "Property Manager") to manage and maintain the shopping center, including the collection and disposal of solid waste from the Trash Enclosure, and that, subject to the current management agreement and lease, the Property Manager at present is:

Biagini Properties, Inc. (Attention: Paul Biagini)
333 W. El Camino Real, Suite 240
Sunnyvale, CA 94087

WHEREAS the parties to this Lease agree to maintain clean and orderly on-site solid waste and recycling procedures, and therefore agree as follows:

1. Responsibilities of Landlord

Landlord shall construct and maintain the Trash Enclosure, as approved by the City of Sunnyvale.

The Landlord shall designate the Property Manager to oversee the day-to-day management of the Trash Enclosure, including periodic cleaning, the scheduling of bin sizes and service days with the City, resolving violations promptly, and calculating Tenant portion of monthly utilities. The Property Manager shall hold the solid waste account(s) with the Disposal Service and shall divide the solid waste bill among the tenants sharing bins. The Tenant's pro rata share of the monthly solid waste bill will be charged to the Tenant as part of Common Area Maintenance. At the discretion of the Landlord, an exception may be made for one or more large tenants to hold separate solid waste accounts directly with the Disposal Service.

This Agreement is an addendum to each new Lease signed by the Landlord and the Tenant. Each Tenant who uses a Trash Enclosure at Civic Square Shopping Center shall sign this Agreement.

Landlord and the Property Manager shall work with the Disposal Service to post signs, directions, and to issue rules and regulations.

2. Responsibilities of Tenant(s)

Tenant agrees to share trash and cardboard bins with neighboring tenants.

Solid waste bins will be kept inside the trash enclosure. Bins may not be left outside the trash enclosure or in the parking lot.

Tenant agrees to share the responsibility for the maintenance of the trash enclosure, which shall remain clean and orderly at all times.

Food Tenants shall have their own food scrap carts. These carts will be stored within the Tenant's premises and sited for pick up either in the trash enclosure or at Tenant's back door. A large food Tenant will site a 1- or 2-cubic-yard food-scrap bin within the trash enclosure.

Tenant agrees to share the responsibility for keeping the bins -- garbage, cardboard, and food scraps -- free from contamination and from mixing with each other. (Please see *Trash Enclosure Use Agreement Attachment 1: Acceptable and Unacceptable Materials in Solid Waste and Recycling Bins.*)

Tenant and Tenant employees specifically authorized to access the trash enclosure shall be thoroughly trained in acceptable and unacceptable materials for each bin.

Tenant will check the Disposal Service website from time to time to stay up-to-date on acceptable and unacceptable material for each bin: <https://sswr.com/commercial-garbage-collection/>

Bins shall not be overfilled. Lids for all bins shall remain closed at all times.

The trash enclosure shall remain locked at all times when it is not in use.

Grease and cooking oil (tallow) containers may not be stored in the Trash Enclosure. Oil bins need secondary containment and will be stored indoors within the Tenant's premises.

Tenants using the Enclosure and sharing bins shall share fines assessed by the Disposal Service on a pro rata basis unless found that one Tenant is clearly responsible for the mistake.

Tenant shall inform the Property Manager in a timely fashion if questions or problems arise.

Agreed to this ____ day of _____, 20____

Landlord:

Tenant:

Trash Enclosure Use Agreement

Attachment 1

Acceptable and Unacceptable Materials in Solid Waste and Recycling Bins

Civic Square Shopping Center
802-844 El Camino Real

Tenant acknowledges the following are acceptable and unacceptable materials for each solid waste and recycling bin, and will instruct employees accordingly:

Garbage

UNACCEPTABLE MATERIALS – The following materials are **NOT** allowed into the garbage bins

- Computer monitors and televisions (cathode ray tubes)
- Fluorescent light bulbs or tubes
- Hazardous materials or products
- Caustic, corrosive or toxic chemicals
- Paints and other liquids
- Tires
- Auto parts
- Dirt or sod
- “Sharps” like needles or syringes (these must be put into an approved sharps container)

Cardboard

The City subsidizes cardboard recycling service, which results in lower garbage collection fees for Tenants when cardboard is separated. If cardboard bins are repeatedly contaminated, however, the service is terminated, resulting in higher garbage collection fees.

ACCEPTABLE MATERIALS

- Clean, corrugated cardboard
- Flattened cardboard that is free of all contaminants
- Boxes longer or wider than the recycling bin must be cut up to fit inside the bin
- Residual tape is okay

UNACCEPTABLE MATERIALS – The following materials are **NOT** allowed into the cardboard bins

- Wax-coated cardboard such as those used for produce
- Cardboard contaminated with liquids such as cooking or motor oil
- Cardboard with Styrofoam packaging – please remove all polystyrene or foam
- Packaging materials such as polystyrene blocks, bubble wrap or “peanuts”
- Garbage, construction materials, wooden crates
- Paper and flat board

Food Scraps**ACCEPTABLE MATERIALS**

- All food trimmings and plate scrapings
- Meats, shellfish, eggs, dairy, fruits, vegetables, bakery items
- Spoiled food
- Coffee filters and tea bags
- Mildew-y or freezer-burned food

Place all food in a clear plastic liner bag. Tie a knot in the bag and place in the food card. Unbagged food may not be placed in the cart due to flies and odor. The Disposal Service will screen out the plastic and turn the scraps into a dry ingredient fed to hogs, poultry and fish.

UNACCEPTABLE MATERIALS - The following materials are **NOT** allowed into food scrap bins

- No liquids (soups can be strained and the solids go into the collection)
- No grease/oil
- No glass, metal or plastic
- No "compostable" food ware
- No garbage, plastic gloves, foil wrappers, plastic straws or plastic stir sticks.
- No black plastic bags
- No paper or bathroom waste
- No paper napkins

Glass and Plastic Recycling

The Disposal Service does not collect glass and plastic directly, but does separate these materials from the garbage waste stream through an off-site sorting process. Tenant may elect to collect and recycle glass and plastic bottles on their own. These carts will be kept within the Tenant's premises. The City has designated San Jose Conservation Corp as the only non-profit business permitted to pick up glass and plastic within the City of Sunnyvale. Tenants may use this service in exchange for a tax donation receipt.

San Jose Conservation Corp
 2650 Senter Rd.
 San Jose, CA 95111
 (408) 283-7171
<http://www.sjcccs.org>

Read and acknowledged this ____ day of _____, 20__:

Landlord:

Tenant:
