

## VENDOR AGREEMENT

This Vendor Agreement (“Agreement”) is by and between the City of Arden Hills, a Minnesota municipal corporation (“City”), and Freimuth Enterprises, LLC dba All Appliance Disposal (“Company”)(the City and Company are individually a “Party” and collectively the “Parties.”)

NOW, THEREFORE, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Company will provide services to the City set forth in Section 2.

2. Services. The Company agrees to collect from residents of Arden Hills the materials listed in **Exhibit A** attached hereto and incorporated herein, during Recycling Day on May 30, 2026 from 9:00am – 12:00pm, in the area depicted on **Exhibit B** at The Public Works Yard, located behind the Public Works Garage at 1425 Paul Kirkwold Drive. The Public Works Yard is 1/4 mile north of the intersection at Hwy 96 and Hamline Ave., on Ben Franklin Dr. (the “Services”).

3. Compensation. As consideration for the Services, the City agrees to pay the Company: (a) for labor (estimated to be \$2,650.00) and (b) the cost to collect the items or materials identified in Exhibit A. The Company shall submit a written invoice detailing the labor costs and the items collected to the City upon completion of the Services. The City shall pay the Company within 30 days. Invoices shall be sent to [jestling@cityofardenhills.org](mailto:jestling@cityofardenhills.org).

4. Term. This Agreement shall be effective on the date of the last signature to this Agreement and shall continue until both Parties have completed their obligations under this Agreement. The City may terminate this Agreement for convenience at any time. The Parties may terminate this Agreement at any time by mutual agreement. In the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Company to the effective date of termination, as described in the final invoice to the City.

5. Independent Contractor Relationship. The Company is an independent contractor and not an employee of the City.

6. Insurance. The Company, at its sole expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance:

- a. General Liability. The Company agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- b. Automobile Liability. If the Company operates a motor vehicle in performing the Services under this Agreement, the Company shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.

c. Workers' Compensation. The Company agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Company shall also carry employers liability coverage with minimum limits as follows:

- \$500,000 Bodily injury by disease per employee
- \$500,000 Bodily injury by disease aggregate
- \$500,000 Bodily injury by accident

The Company shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

7. Indemnification. To the fullest extent permitted by law, the Company agrees to defend, indemnify, and hold-harmless the City and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Company's negligence or the Company's performance or failure to perform its obligations under this Agreement. The Company's indemnification obligation shall apply to the Company's subcontractor(s), or anyone directly or indirectly employed or hired by the Company, or anyone for whose acts the Company may be liable. The Company agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. Miscellaneous.

- a. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- b. Assignment. The Company may not assign this Agreement to any other person unless written consent is obtained from the City.
- c. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- d. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Ramsey County, Minnesota.
- e. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- f. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.
- g. Notices. All notices and other communications pursuant to this Agreement must be in writing and be given either by electronic communications or by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

If to the City: City of Arden Hills  
Attn: Jessica Jagoe, City Administrator  
1245 Highway 96 W  
Arden Hills, MN 55112  
Email: [jjagoe@cityofardenhills.org](mailto:jjagoe@cityofardenhills.org)

If to the Company: Freimuth Enterprises, LLC  
Dbas All Appliance Disposal  
Attn: John Freimuth  
18641 Highway 65 NE  
East Bethel, MN 55011  
Email: [freimuthentllc@yahoo.com](mailto:freimuthentllc@yahoo.com)

[Signature page follows.]

CITY OF ARDEN HILLS

FREIMUTH ENTERPRISES, LLC  
DBA ALL APPLIANCE DISPOSAL

By: \_\_\_\_\_  
Jessica Jagoe, City Administrator

By: \_\_\_\_\_  
John Freimuth, Owner

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

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

EXHIBIT A

2025 EVENT PRICING

FREIMUTH ENTERPRISES - MATERIALS ACCEPTED INCLUDE:

BULBS	PRICE	
FLUORESCENTS BULBS	\$1.00	EACH
TVs & MONITORS	PRICE	
TVS - 19" AND UNDER	\$20.00	EACH
TVS - 20"-29"	\$30.00	EACH
TVS 30" AND OVER	\$50.00	EACH
CONSOLE TVS - WOOD	\$60.00	EACH
CONSOLE TVS - PLASTIC	\$50.00	EACH
COMPUTER MONITORS	\$15.00	EACH
MISC ELECTRONIC ITEMS	PRICE	
SMALL ITEMS	\$5.00	EACH
LARGE ITEMS	\$20.00	EACH
HOLIDAY LIGHTS	FREE	
APPLIANCES	PRICE	
APPLIANCES CONTAINING FREON	\$15.00	EACH
APPLIANCE NOT CONTAINING FREON	\$10.00	EACH
BATTERIES	PRICE	
AUTOMOTOVE	FREE	
HOUSEHOLD - SMALL BOX	\$1.00	
RECHARGABLE - SMALL BOX	\$1.00	

OTHER MISC ITEMS	PRICE	
TIRES (LIMIT 10 TIRES TOTAL)	\$5.00	EACH
MATTRESS & BOX SPRINGS	\$40.00	EACH
HIDE-A BED	\$60.00+	EACH
COUCHES	\$60.00	EACH
SECTIONAL COUCH	\$40.00	PER PIECE
GRILLS - CHARCOAL	FREE	
GRILLS - PROPANE	\$5.00	EACH
ALUMINUM CANS	FREE	

SCRAP METAL	FREE	
SMALL ENGINE EQUIPMENT	FREE	
WHEELCHAIRS	FREE	
WINDOWS WITH METAL FRAMES	FREE	
NOT ACCEPTED: ANY ELECTRONICS WITH DATA STORAGE TO INCLUDE TABLETS, SERVERS, CABLES, LAPTOPS & CELL PHONES and NO HAZZARDOUS WASTE		

EXHIBIT B  
AREA

