

AGREEMENT

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village") and Exide Technologies of Milton, Georgia (hereinafter referred to as the "Recycler") on the 6th day of AUGUST, 2009.

WHEREAS, the Village wishes to assist its residents in disposing of certain household items that are recyclable but that cannot be recycled through curbside pick up; and

WHEREAS, on September 19, 2009, the Village will conduct a "Recycling Extravaganza" by inviting Village residents to bring those recyclable items that cannot be disposed of through curbside pick up to Lombard Village Hall, Lombard, Illinois for pick up by a recycler who will properly recycle the items; and

WHEREAS, the Recycler is engaged in the business of collecting lead acid batteries for recycling purposes and wishes to participate in the "Recycling Extravaganza" for its own benefit and profit.

NOW, THEREFORE, in consideration of the promises and covenants contained herein the Sponsors and Recycler agree as follows:

Section 1: The Recycler shall participate in the "Recycling Extravaganza" by making available vehicles, drivers, and all necessary equipment between the hours of 8 a.m. and 5 p.m. at Lombard Village Hall, 255 E. Wilson Avenue, Lombard, Illinois for the purpose of taking possession of, removing and disposing of, through recycling, lead acid batteries that are brought to that location by persons wishing to have such items recycled.

Section 2: Recycler shall, after removing such items from the aforementioned location, legally dispose of them by approved recycling methods and may collect and retain any compensation paid for said items to be recycled.

Section 3: The Village shall provide volunteer workers to accept items brought to the Recycling Extravaganza for recycling and to assist in distributing said items among participating recyclers.

Section 4: The Recycler shall indemnify, defend and hold harmless the Village, their officers, agents, employees, successors and assigns (collectively, "Indemnitees") from lawsuits, actions, costs (including attorneys' fees), and claims or liabilities of any character brought because of any bodily injuries or property damages received or sustained by any person, persons, or property on account of any neglect act or negligent omission or willful misconduct of the Recycler, its officers, agents and/or employees arising out of, or in performance of, this Agreement. Recycler shall not be liable to the Indemnitees, whether in contract, tort (including negligence), warranty, strict liability or any other legal theory, for special, incidental, indirect, exemplary, punitive or consequential damages including, but not limited to, cost of capital, loss of anticipated profits or revenues, business interruption damages. Such indemnification shall be limited to the amounts of the certificate of liability insurance provided. Indemnity is the sole and exclusive remedy of the Indemnitee with

respect to each claim to which such indemnification relates.

Section 5: A certificate of insurance must be provided exhibiting the following coverages:

Commercial General Liability


\$1,000,000	Bodily injury, each person, each occurrence
\$3,000,000	Bodily injury, aggregate, each occurrence
\$ 500,000	Property Damage Liability, each person, each occurrence
Statutory	Workers' Compensation
\$ 500,000	Employees' Liability, per occurrence

naming the Village and their respective officers, agents, employees, successors and assigns as additional insureds and stating that the Policy will not be cancelled without endeavoring to provide thirty (30) day's prior written notice. Certificates of insurance must be presented to:


Village of Lombard
Attn: Mr. David Gorman
Assistant Director of Public Works
255 E. Wilson Avenue
Lombard, Illinois 60148

This Agreement is executed on behalf of the Sponsors and the Recycler by the duly authorized agents of each.

EXIDE TECHNOLOGIES

By: 
Vice President Central Division

FOR THE SPONSORS

By: 
William J. Mueller, Village President

ATTEST:

By: _____
Its _____

ATTEST:

By: 
Brigitte O'Brien, Village Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2009**PRODUCER**MARSH USA, INC.
3475 PIEDMONT ROAD, SUITE 1200
ATLANTA, GA 30305**THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

573029-CAS-GAWU-09-10

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**EXIDE TECHNOLOGIES
13000 DEERFIELD PARKWAY, BLDG. 200
MILTON, GA 30004

INSURER A: Zurich American Insurance Company

16535

INSURER B: American Zurich Insurance Company

40142

INSURER C: N/A

N/A

INSURER D:

INSURER E:

COVERAGES

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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO 9260592-02	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP 8978592-13	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under SPECIAL PROVISIONS below	WC 8978590-13 (AOS) WC 8978591-13 (MA,WI)	07/01/2009 07/01/2009	07/01/2010 07/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: LOMBARD RECYCLING EXTRAVAGANZA VILLAGE OF LOMBARD IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES, WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

ATL-001904405-02

CANCELLATIONVILLAGE OF LOMBARD
ATTN: DAVE GORMAN
255 E. WILSON AVENUE
LOMBARD, IL 60148SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Ted L. Young

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.