

**AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74 AND WASTENOT, INC.**

This Amendment is entered into as of October 3, 2024, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and WasteNot, Inc., an Illinois corporation (“WasteNot”), pursuant to the Service Contract dated November 8, 2024, and the WasteNot Compost: Commercial Terms & Conditions (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. WasteNot shall not materially modify or amend the Agreement (see <https://www.wastenotcompost.com/commercial>) during the term of this Agreement or any extension thereof, without providing written notice.
2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.
3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify WasteNot prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. WasteNot acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.
4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. WasteNot hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and WasteNot waives any objection that this venue is not convenient. Any references to binding arbitration, the waiver of the right to a jury trial, the waiver of claims which may be litigated on a class or representative basis, or the recovery of attorney fees or costs by a prevailing party shall be deleted from the Agreement as it currently exists or as it may be modified or amended in the future.
5. **Service Day Selections and Holidays.** School District and WasteNot shall cooperate on the selection of service days and times and the rescheduling of service days to avoid substantial disruption to student attendance days and times, and to avoid scheduling of service days during days or times when school buildings are not fully staffed.
6. **Termination Without Cause.** School District may terminate the Agreement without cause upon thirty (30) days prior written notice to WasteNot. Upon such termination, the School District shall be obligated to pay only such fees and costs for services actually rendered prior to

the date of termination. The School District shall not be obligated to pay any penalties or any service fees for any remaining portion of the term of the Agreement.

7. **Student Privacy.** WasteNot is authorized to use the name of School District in publications designed to encourage the community to support entities composting with WasteNot, but shall not be authorized to identify any students, by name, photograph, video, or likeness.

8. **Insurance.** During the term of this Agreement and any renewal thereof, WasteNot shall maintain insurance coverages in the following amounts:

- a) Commercial General Liability: \$1,000,000.00 per occurrence and not less than \$1,000,000.00 aggregate
- b) Auto: \$1,000,000.00 per occurrence and not less than \$1,000,000.00 aggregate, all autos
- c) Workers Compensation: per statutory requirements
- d) Umbrella or Excess Liability: \$3,000,000

School District shall be named as an additional insured on the commercial general liability, auto, and excess or umbrella policies. Any damages limitations in this Agreement shall not apply to School District in its capacity as an additional insured.

9. **Indemnification.** WasteNot agrees to defend, indemnify and hold harmless the School District, its Board of Education, its members, officers, employees, and agents from and against all claims, losses, damages, actions, expenses, and liability resulting from or related to WasteNot's breach of this Agreement, or any claim relating to the Services except to the extent caused by the willful misconduct of School District.

10. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

WASTENOT, INC.

By: _____

By: Tommy Vaughan _____

Its: _____

Its:  _____

Date: _____

Date: 9/13/24 _____