

Buyer Participation Agreement

This Agreement is by and between _____ (Buyer) and BMPs, Inc. (BMP), sub-grantor of the Arkansas Soil and Water Conservation Commission (ASWCC) under EPA Grant #C999610311. The purpose of this Agreement is to enable Buyer to receive poultry litter to be transported from participating poultry farms as part of the Poultry Litter Transport (PLT) project being administered by BMP.

Details regarding the PLT Project and Buyer's activities, procedures, and responsibilities thereunder are described in the PLT Project Background and Participation Information document, a copy of which is attached hereto and made a part hereof.

If Buyer agrees to comply with the terms and conditions set forth in the attachment(s) and set forth below, then Buyer will qualify to receive litter transported from an approved poultry farm in accordance with the terms and procedures established by BMP for this PLT Project.

- 1. BMP Project Office:** BMP has established a PLT Project office at:
P.O. Box 7989
Springdale, AR 72766
866-304-2784 (toll-free)
- 2. Eligibility:** By executing this Agreement Buyer certifies that it meets and will maintain the eligibility requirements set forth in section C of Attachment 1, "PLT Project Background and Participation Information," which is hereby incorporated by reference. Buyer agrees to notify BMP of any event that would disqualify Buyer's ability to meet any of said eligibility requirements or comply with the terms of this Agreement within two days of said event.
- 3. Buyer information:** Buyer agrees to provide to BMP the information requested in a separate form entitled Buyer Participation Information, a copy of which is attached hereto and made a part hereof; said information shall be provided to BMP prior to execution of this Agreement. Buyer agrees to notify BMP of any change in the information within two days of the change.
- 4. Duration:** This Agreement shall commence upon execution of this Agreement and terminate on October 31, 2006, unless terminated earlier by either party. The parties expressly agree that this Agreement does not obligate Buyer to receive any litter and does not obligate BMP to facilitate the shipment of any litter to Buyer in any quantity whatsoever. Both parties expressly acknowledge that it is possible that no litter will be received by Buyer as a part of this Project.
- 5. Amendment:** BMP reserves the right to amend this Agreement at any time by providing a copy of the Amendment to Buyer. Receipt of litter by Buyer in connection with this Project on or after receipt of the Amendment by Buyer will constitute acceptance of the Amendment by Buyer.
- 6. Release of Information:** Buyer acknowledges that the PLT Project is a public activity and that all information associated with participation thereunder may be released into the public domain, subject to the Arkansas Freedom of Information Act.
- 7. Discharge of litter and transfer of litter ownership:** Buyer will instruct each hauler as to where on his/her facility the litter is to be discharged from the hauler's vehicle(s). Buyer will sign the hauler's

Load Ticket acknowledging receipt of the load. Acknowledgement of receipt of load will entail transfer of ownership of the material to Buyer and transfer of responsibility for management of the material to Buyer.

8. **Publicity:** No advertising, publicity, or promotional media having or containing any reference to BMP, its contractors, or this Project, or in which the name of BMP, its contractors, or this Project is mentioned, shall be used by Buyer without the prior approval of BMP. Grower shall not use the logo or title block of BMP on any written or electronic matter without the prior written approval of BMP.
9. **Indemnification** Buyer expressly acknowledges that at no time will BMP take possession, ownership or control of any litter as a part of this Project. Buyer agrees to indemnify and hold harmless ASWCC, BMP and its contractors for any and all actions, damages, or losses against any persons or property and any expenses associated thereto arising from any actions in whole or in part associated with this Project.
10. **Access to Records:** Buyer agrees that BMP shall have access to any books, documents, papers and records belonging to Buyer related to Buyer's activities under this Project. Buyer agrees to comply with any requests for such access within two days of receipt of written request.
11. **No Special Relationship:** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. **Compliance.** Buyer agrees to comply with all federal, state, and local laws, rules, ordinances, and regulations applicable to activities associated with this Agreement.
13. **Termination:** This Agreement may be terminated by either party at any time and for any reason or no reason through written notice to the other party.
14. **Suspension / disqualification:** Violations of any of the terms set forth in this Agreement, including any attachments hereto, shall be grounds for suspension or disqualification of the Buyer from participation in this Project. It is not a waiver of default if BMP fails to declare immediately a default or delays taking any action with respect to the default.
15. **Assignment and Survival:** Buyer may not assign this Agreement or any of BMP's rights under it without BMP's prior written consent, and any attempted assignment is void. This Agreement binds, benefits, and may be enforced by BMP and its respective heirs, successors, and authorized assigns.
16. **Notices:** Any notices to BMP associated with this Agreement shall be delivered to the PLT Project office specified in Section 1. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Any address for notice may be changed by written notice delivered as provided herein.
17. **Signatories:** By signing below Buyer understands and agrees to comply with the procedures and terms set forth herein and the attachments hereto.

BMPs, Inc.

Buyer

Sheri Herron
Executive Director
P.O. Box 7989
Springdale, AR 72766

Buyer's name: _____
Company name: _____
Address: _____

date

date