

Poultry Litter Supplier (Grower) Participation Agreement

This Agreement is by and between _____ (Grower) 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 Grower to supply poultry litter to be transported from Grower as part of the Poultry Litter Transport from Nutrient Surplus Watersheds in Northwest Arkansas Project (PLT) being administered by BMP.

Details regarding the PLT Project and Grower'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 Grower agrees to comply with the terms and conditions set forth in the attachment(s) and set forth below, then Grower will qualify to have its litter removed and transported to an approved Purchaser and to receive compensation for the poultry litter in accordance with the terms and procedures established by ASWCC and BMP for this PLT Project.

- 1. 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 Grower certifies that it meets and will maintain the eligibility requirements set forth in section D of Attachment 1, "PLT Project Background and Participation Information," which is hereby incorporated by reference. Grower agrees to notify BMP of any event that would disqualify Grower's ability to meet any of said eligibility requirements or comply with the terms of this Agreement within two days of said event.
- 3. Grower information:** Grower agrees to provide to BMP the information requested in a separate form entitled Grower 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. Grower agrees to notify BMP of any change in the information within two days of said 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 Grower to have any of its litter transported and does not obligate BMP to facilitate the transport of any litter in any quantity whatsoever. Both parties expressly acknowledge that it is possible that none of Grower's litter will be transported 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 Grower. Removal of litter from Grower's property in connection with this Project on or after Grower has received a copy of the Amendment will constitute acceptance of the Amendment by Grower.
- 6. Release of Information:** Grower 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. **Publicity:** No advertising, publicity, or promotional media having or containing any reference to BMP, or its contractors, or this Project, or in which the name of BMP, or its contractors, or this Project is mentioned, shall be used by Grower 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.
8. **Access to Records:** Grower agrees that BMP shall have access to any books, documents, papers and records belonging to Grower that relate to Grower's activities under this Project. Grower agrees to comply with any requests for such access within two days of receipt of written request.
9. **Indemnification:** Grower expressly acknowledges that at no time will BMP take possession, ownership or control of any litter as a part of this Project. Grower 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. **No Special Relationship:** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of employee, principal and agent, partnership, joint venture, or any other special relationship.
11. **Compliance.** Grower agrees to comply with all federal, state, and local laws, rules, ordinances, and regulations applicable to activities associated with this Agreement.
12. **Termination:** This Agreement may be terminated by either party at any time through written notice to the other party.
13. **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 Grower 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.
14. **Assignment and Survival:** Grower may not assign this Agreement or any of BMP's or its contractors' 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.
15. **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.
16. **Signatories:** By signing below Grower understands and agrees to comply with the procedures and terms set forth herein and the attachments hereto.

BMPs, Inc.

Grower

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

Grower's name: _____

Address: _____

date

date