

## Poultry Litter Hauler Participation Agreement

This Agreement is by and between \_\_\_\_\_ (Hauler) 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 Hauler to transport poultry litter from participating poultry farms to participating purchasers as part of the Poultry Litter Transport from Nutrient Surplus Watersheds in Northwest Arkansas Project (PLT) being administered BMP.

Details regarding the PLT Project and Hauler'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 Hauler agrees to comply with the terms and conditions set forth in the attachment(s) and set forth below, then Hauler will qualify to receive compensation for transport of poultry litter in accordance with the terms and procedures established by ASWCC and BMP for this PLT Project.

- BMP Project Office:** BMP has established a PLT Project office at:  
P.O. Box 7989  
Springdale, AR 72766  
866-304-2784 (toll-free)
- Eligibility:** By executing this Agreement Hauler 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. Hauler agrees to notify BMP of any event that would disqualify Hauler's ability to meet any of said eligibility requirements or comply with the terms of this Agreement within two days of said event. In the event that Hauler becomes ineligible but does not notify BMP as provided herein, then Hauler will refund all compensation received from BMP for litter transported during the period of ineligibility and Hauler will not be entitled to receive compensation for any pending invoices for litter transported during the period of ineligibility.
- Hauler information:** Hauler agrees to provide to BMP the information requested in a separate form entitled Hauler 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. Hauler agrees to notify BMP if there is a change in the information within two days of said change.
- 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 Hauler to transport any litter 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 Hauler will not transport any litter as a part of this Project.
- Amendment:** BMP reserves the right to amend this Agreement at any time by providing a copy of the Amendment to Hauler. Submission of a Transport Authorization Form for litter hauling activities commencing on or after Hauler has received the Amendment will constitute acceptance of the Amendment by Hauler.

6. **Release of Information:** Hauler 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. **Truck Operations:** Hauler agrees to comply with all applicable Federal, State, and local rules and regulations applicable to any transportation or other services provided in connection with this Project. Hauler agrees to furnish BMP with proof of any such compliance within two days of receipt of written request for such information from BMP.
8. **Proof of Insurance:** Hauler agrees to purchase, maintain, and keep in full force and effect during the term of this Agreement, the following minimum amounts of insurance. Vehicle liability in the minimum amount of \$750,000 combined, single limits. The liability policies shall name both Hauler and BMP as parties insured. Each policy shall contain a clause that the insurer will not cancel or change the insurance without first giving BMP thirty days prior written notice. Upon execution of this Agreement and within ten (10) days of request by BMP, Hauler shall submit to BMP certificates evidencing the insurance coverage required herein.
9. **Discharge of litter:** Hauler will discharge litter onto Buyer's property in a manner and location which meet the requirements set forth in Attachment 1.
10. **Access to Records:** Hauler agrees that BMP shall have access to any books, documents, papers and records belonging to Hauler that relate to Hauler's activities under this Project. Hauler agrees to comply with any requests for such access within two days of receipt of written request.
11. **Publicity:** No advertising, publicity, or promotional media having or containing any reference to BMPs or this Project, or in which the name of BMP or this Project is mentioned, shall be used by Hauler 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.
12. **Indemnification:** Hauler expressly acknowledges that at no time will BMP take possession, ownership or control of any litter as a part of this Project. Hauler 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.
13. **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.
14. **Compliance.** Hauler agrees to comply with all federal, state, and local laws, rules, ordinances, and regulations applicable to activities associated with this Agreement.
15. **Termination:** This Agreement may be terminated by either party at any time through written notice to the other party.
16. **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 Hauler from partici-

pation in this Project. It is not a waiver of default if BMP or its contractor fails to declare immediately a default or delays taking any action with respect to the default.

- 17. **Assignment and Survival:** Hauler 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.
- 18. **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.
- 19. **Signatories:** By signing below Hauler understands and agrees to comply with the procedures and terms set forth herein and the attachments hereto.

**BMPs, Inc.**

**Hauler**

\_\_\_\_\_

\_\_\_\_\_

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

Owner’s name: \_\_\_\_\_  
Company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
date

\_\_\_\_\_  
date