



Purchase Agreement for Green Waste Mulch



Name of Responsible Party: _____

Business Name (if applicable): _____

Delivery Address: _____

City of Santa Barbara Water Account # (of delivery address): _____

Billing Address (if different from delivery): _____

Phone Number: (____) _____ Fax #: (____) _____ Email: _____

Terms and Conditions

1. All sales of mulch made by the County are final.
2. Weather conditions and limitations on transportation resources may prevent delivery of mulch to certain locations or during certain periods of time. In the event the County is unable to deliver mulch as scheduled, every effort will be made to deliver at the earliest available time.
3. The County reserves the right to inspect ingress to the property and access to the delivery site with respect to road condition, grade and width, turning radius, overhead obstructions (trees, power and communication lines), underground utilities (septic tanks, utility vaults), and discretion on where mulch can safely be delivered at the above noted delivery address.
4. Mulch produced from green waste has a natural odor associated with it, which should dissipate within a week of spreading.
5. The County makes every reasonable effort to produce a clean mulch product, including the removal of pressure treated, painted, creosoted and plywoods, removal of ferrous metals, and other physical contaminants. It is not possible to completely eliminate film and hard plastics, and a small amount of these materials may be present.
6. Do not store green waste mulch in piles greater than 7 feet in height to minimize risk of spontaneous combustion.
7. Payment terms: The City of Santa Barbara ("City") will pay the delivery fee for delivery addresses that are served by City water. If the delivery address is found to be outside the City water service area, the above named Responsible Party will be held responsible for payment to the County of Santa Barbara. If payment is not received within 30 days, a late fee of 10 percent will be added. Any charges that remain unpaid after 45 days from the original invoice date will be referred to the County of Santa Barbara Collections Department. In the event that the City payment program is suspended or terminated, the responsible party shall thereafter be solely responsible for all payments to the County.

Indemnity Agreement and Disclaimer of Express and Implied Warranties of Merchantability and Fitness for a Particular Purpose for Purchase, Delivery and Use of Mulch Material

Buyer agrees to indemnify, defend with counsel approved by the County of Santa Barbara and City of Santa Barbara ("Sellers"), and hold harmless the Sellers from and against any and all liabilities, losses, claims, damages, expenses, costs (including without limitation costs and fees of litigation) of every nature whatsoever, which may arise from or in connection with the distribution of mulch material ("Goods"), including but not limited to, its use and distribution as a feedstock or component of a composting process, and any damage to personal or real property that may result from its delivery or the presence of contaminants in the Goods.

No agent, employee, or representative of the Sellers has any authority to bind the County of Santa Barbara or City of Santa Barbara to any affirmation, representation, or warranty concerning the Goods sold under this Purchase Agreement, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this purchase agreement, it will not be enforceable by Buyer.

It is agreed that the intent of the parties is to **DISCLAIM** any **WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** with respect to the subject Goods, and the Buyer agrees that the Buyer will accept the Goods without any warranty of merchantability or any warranty of fitness for a particular purpose. The Goods being sold Pursuant to this Purchase Agreement are being sold on an **"AS IS"** basis. The entire risk as to the quality and performance of the Goods is with the Buyer.

Buyer Signature

Company (if applicable)

Print Name

Date

*For more information on the City of Santa Barbara's Water Conservation programs and rebates visit **SaveWaterSB.org***