

FEEDSTOCK AGREEMENT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its Davis campus Utilities department ("University"), and CUSTOMER agree to the delivery of Feedstock as follows:

1. Pricing and Other Fees. Customer will pay to University a tipping fee per ton or gallon ("Base Tipping Fee") for Feedstock delivered to and accepted by University based upon the fee schedule as more fully described and available at <https://facilities.ucdavis.edu/read>.
2. Payment. Payment is due within 30 days of receipt of University's invoice.
3. Specifications.
 - a. Characteristics and Quality. Feedstock shall be Source Separated Food Waste as defined by CalRecycle and shall conform to specifications as to type, characteristics and quality acceptable to University.
 - b. Unacceptable Materials. Customer acknowledges that University does not collect or dispose of "Unacceptable Materials" (as defined on the University website <https://facilities.ucdavis.edu/read>). It is Customer's responsibility to assure that the Feedstock does not contain Unacceptable Materials and to inform University of the presence of any Unacceptable Materials in the Feedstock. University shall have the right to reject any delivery that contains any Unacceptable Materials.
 - c. Rejection of Unacceptable Feedstock. If any delivery containing unacceptable or Other Nonconforming Feedstock is rejected, Customer will be responsible for all costs of disposing of any such rejected Feedstock, including any costs reasonably incurred by University as a result of the rejection. Such costs shall include, without limitation, incurred storage costs, costs of testing the Nonconforming Feedstock, and costs incurred by University to return such Feedstock to Customer or delivering it to the landfill or other disposal site.
4. Indemnification. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
5. Use of UC Name and Trademarks. Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.
6. Entire Agreement. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements or understandings, either written or oral, between the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement shall not be modified, amended, or in any way altered.

Company Name: _____

Address: _____

Contact Name: _____

Phone: _____ Email: _____

Authorized Signature: _____ Date: _____