



## IWMA Compost Rebate Agreement

Purchasers through the IWMA's Compost Rebate Program ("Compost Program") must consent to the terms of this Agreement prior to purchasing compost and seeking rebates through the Compost Program. Participation is subject to the terms and conditions of this Agreement and all other Compost Program requirements. Capitalized terms used herein shall have the meaning given them in the Compost Program Terms and Conditions accessible on the IWMA website at [www.iwma.com](http://www.iwma.com) (<https://www.iwma.com/compost-rebate-program>).

Prior to receipt of any qualifying rebate, the IWMA requires a valid and up-to-date W-9 from the Purchaser. Please return a completed W-9 form and a signed copy of this Agreement.

### Terms and Conditions

These terms and conditions ("Terms and Conditions" or "Agreement") apply to the Compost Program. By participating in the Compost Program, including submitting a rebate request form, the purchaser ("Purchaser") acknowledges that they have read, understood, and agree to be bound by and comply with these Terms and Conditions.

1. Purpose. This Agreement sets forth the terms and conditions pursuant to which the Purchaser shall acquire recovered organic waste product in the form of finished compost ("Compost") on behalf of the Agency's member agencies to assist the member agencies in complying with the requirements of the California Code of Regulations, title 14, sections 18993.1 through 18993.4 ("SB 1383 Regulations"). SB 1383 seeks to significantly reduce the statewide disposal of organic waste, and as part of that process, certain public agencies are required to procure organic waste products for use or to give away to third party users. Purchaser has agreed to acquire and use organic waste products on behalf of the Agency to assist the Agency in complying with the obligations of the SB 1383 Regulations.

2. Purchaser Obligations. In addition to the other requirements of participation, Purchaser shall provide Agency with copies or invoices evidencing their procurement of and payment for the Compost. Purchaser acknowledges that while the Purchaser claims the rebate for such purchases from the IWMA, the purchased Compost shall be credited towards the IWMA member agencies' SB 1383 procurement targets. Invoices must include date of purchase, the name of each entity, operation, or facility from whom the Compost was procured, and the amount in cubic yards or tons of Compost purchased.

3. Additional Requirements. Purchaser must ensure that the Compost meets the following requirements:

a. The Compost must be produced and sold by the following compostable material handling operations or facilities in order to qualify for rebate.

i. Creston Organic Compost (formerly B. Goodrow)



3730 Calf Canyon Hwy  
Creston, CA 93432

- ii. Buckeye Processing & MRF, LLC  
6625 Benton Road  
Paso Robles, CA 93446
  - iii. Kompogas (Kanadevia Inova, formerly Hitachi Zosen Inova)  
4388 Old Santa Fe Rd.  
San Luis Obispo, CA 93401
  - iv. Engel & Gray Inc  
745 Betteravia Rd.  
Santa Maria, CA 93455
  - v. Keith Day Company Inc. DBA Gabilan Fertilizer  
1091 Madison Lane  
Salinas, CA 93907
  - vi. Kochergen Farms Composting Inc  
Avenal Cutoff Rd. and Omaha Ave.  
Avenal, CA 93239<sup>1</sup>
- b. Compost derivative products such as compost tea, potting mixes, or compost blends are not eligible for rebate.
  - c. Any costs other than cost of the Compost purchase, including transportation costs, are not eligible for the rebate.
  - d. Purchaser can only receive rebate from the IWMA for Compost purchased on or after the effective date of the Compost Rebate Program.
  - e. If Purchaser submits or receives reimbursements for its purchase from another entity, person or program, for the purchase of Compost, that Compost is ineligible for a rebate from the IWMA.

4. Payment. At such time that the Purchaser has purchased the Compost, provided the Agency with the information required pursuant to Sections 2 and 3, and provided evidence satisfactory to the IWMA that the Compost complies with the requirements of Section 3, IWMA will process the Purchaser's rebate at the rate of \$10.00 per ton of procured Compost. Notwithstanding the foregoing, rebates shall only be provided for Compost purchases totaling over 20 tons, not to exceed 3,000 tons per Participant per calendar year without prior authorization from the Executive Director. (For example, if you

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<sup>1</sup> This list of qualifying participants may change from time to time. Please contact the IWMA or check <https://www.iwma.com/compost-rebate-program> before purchasing and applying for rebates to ensure these operators remain eligible.



purchase 10 cubic yards of compost twice, the two receipts can be submitted together because they total 20 tons.) The Agency shall provide the rebate to the Purchaser within thirty (30) days of the date that all information required pursuant to this section is received by the IWMA for qualifying purchases.

5. IWMA Authority. In all events, the Executive Director of the IWMA retains the authority to approve payments or rebates associated with the Compost Rebate Program. Nothing contained herein shall prevent the IWMA from modifying the Compost Rebate Program in a manner consistent with applicable law. These terms and conditions, as they may be modified from time to time, shall continue to apply to all Purchasers as a condition of participation.

6. Warranties. Purchaser warrants and covenants that all Compost at the time of delivery conforms with the specifications in these Terms and Conditions, SB 1383 Regulations, and complies with all federal, state, and local laws, regulations and ordinances applicable to the manufacture, production and sale of Compost.

7. Third Party Beneficiaries. Each Party acknowledges and agrees that the IWMA's member agencies are expressed and intended third-party beneficiaries of this Agreement, including all Participant's representations, warranties and covenants contained herein, and that the IWMA member agencies are entitled to enforce the terms of this Agreement as if original parties hereto.

8. Indemnity. Purchaser agrees to accept responsibility for loss or damage to any person or entity, including but not limited to the IWMA, its members agencies, and each of their officers, directors, agents and employees ("Indemnified Parties"), and further agrees to defend, indemnify, hold harmless, reimburse and release the Indemnified Parties from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by an Indemnified Party to enforce the indemnity provisions herein, whether arising from personal injury, or property damage, that may be asserted by any person or entity, including Purchaser, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by Purchaser hereunder, whether or not there is concurrent negligence on the part of the IWMA or other Indemnified Party, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of an Indemnified Party. If there is a demand for indemnify, Purchaser's duty to defend exists regardless of whether it is ultimately determined that there is a duty to indemnify, an Indemnified Party shall have the right to select its own legal counsel at the expense of Purchaser, subject to Purchaser's approval, which approval shall not be unreasonably withheld. This hold harmless, defense and indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Purchaser or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.



9. Governing Law, Venue. This Agreement shall be deemed to have been made in the County of San Luis Obispo, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in San Luis Obispo County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

10. Independent Purchaser. Purchaser shall act as an independent contractor as a participant in the Compost Program and in no respect shall Purchaser be considered an agent or employee of the IWMA or any of its member agencies. No provisions of this Agreement shall be intended to create a partnership or joint venture between Purchaser and the IWMA or its member agencies and no Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

11. Entire Agreement. This Agreement, the posted Program Terms and Conditions and the SB 1383 Regulations contain the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void. The IWMA reserves the right to update the Terms and Conditions of participation which when updated shall be incorporated into this Agreement. Participant should review the current Terms and Conditions prior to submitting each rebate request to ensure it is in compliance with the then existing requirements of participation.

**By submitting this Compost Rebate Agreement and as a condition of participating in the Compost Rebate Program, you accept and agree to be bound by and comply with the terms of this Agreement, including those incorporated herein.**

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**San Luis Obispo County Integrated Waste Management Authority**

Signed: \_\_\_\_\_  
*Coby Skye, Executive Director*

Date: \_\_\_\_\_