



2022 Grant County Mulch Carrier Packet and Information

Dear Trucking Company,

We are in the process of preparing for our upcoming mulch season. As with previous years, we take this time to update your company information for our new years' carrier files.

Please note that we must have the following list of information on file BEFORE we can schedule loads.

_____ Signed Independent Carrier Agreement between Grant County Mulch Inc. and Carrier/Trucker (Agreement cannot be modified, if modified it will be rejected.)

_____ Completed W-9 Form

_____ Updated Contact Information sheet

_____ Current Certificate of Auto Liability Insurance (not less than \$1,000,000.00) with Grant County Mulch Inc. listed as the Certificate holder and additional insured.

_____ Current Certificate of General Liability Insurance (not less than \$1,000,000.00) with Grant County Mulch Inc. listed as the certificate holder and additional insured.

_____ Cargo Coverage (minimum of \$5,000.00)

_____ Non-Owned Physical Damage Trailer Coverage in the amount of \$40,000 for Walking Floors, \$30,000 for Flat Bed (this applies only to the carriers using Grant County Mulch Inc. trailers)

_____ Workers Compensation Certificate of Liability insurance or signed exemption form.

_____ Grant County Mulch, 181 Mulch Drive, Petersburg, WV 26847 listed as the certificate holder and additional insured.

Please return this information to Grant County Mulch Inc., 181 Mulch Drive, Petersburg, WV 26847. Information and packets can also, be emailed to Melissa@gcmulch.com/faxed to 1-304-749-7024.

Thank You,

Providing Bagged & Bulk Mulch, Soil & Stone Products for over 25 years
181 Mulch Dr. | Petersburg, WV 26847 | P 800.749.7451 | F 304.749.7024
www.GrantCountyMulch.com

Grant County Mulch-Transportation Department



Company Legal Name: Grant County Mulch Inc

Website: grantcountymulch.com

Year Established: 1986

D & B Number: 60-185-3682

Federal Tax ID#: 55-0665714

Mailing Address: 181 Mulch Drive Petersburg, WV 23847

Main Phone Number: 1-800-749-7451

Fax Number: 1-304-749-7024

Number of Employees: 300

A/P Contact: Julie Fitzwater

A/P Contact Phone Number: 1-304-749-7451 Ext. 108

A/P Contact Email: julie@gcmulch.com

***We offer weekly settlements that require invoices be submitted weekly to the A/P email address, julie@gcmulch.com . Email submitted should include a signed copy of All POD'S and Key Rec Numbers (Home Depot orders).**

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www.GrantCountyMulch.com



President: Verlin Larry Berg
Email: larry@gcmulch.com

Vice President: Janie M. Berg
Email: Janie@gcmulch.com

Accounts Payable: Jackie Berg
Phone: 304-749-7451 Ext. 1017
Email: Jackie@gcmulch.com

General Manger: Dale Rohrbaugh
Phone: 304-257-8776
Email: dale@gcmulch.com

FEIN: 55-066-5714

WV: 55-0665714-001

D & B: 60-185-3682

Commencment Date: August 1986
S Corporation

Purchasing Manager: Thomas Rohrbaugh
Phone: 304-257-8769
Email: thomas@gcmulch.com

Carrier References

Jackie Whiteside
EDW Freight
Email: jwhiteside@edwfreight.com
Phone: 1-828-421-6463

Luke Whiteside
Oak City Freight
Email: lukew@oakcitylogistics.com
Phone: (919) 926-1168

Justin C. Joseph
Sales Team Leader
Schneider Transportation Management
Ph: 214-887-4400 ext. 8874941
South Regional Logistics Center

Mike Brooks
Agency Owner
Sureway Transportation Company
Email: mikebrooks@sureway.com
Phone: 1-803-720-5359

Financial Institution References

Summit Community Bank
Po Box 680
310 North Main Street
Phone: 304-530-1000
Fax: 304-538-7053
Contact: Mark Wright
Loan Account & Check Account

Grant County Bank
PO Box 929
3 North Main Street
Petersburg, WV 26847
Phone: 304-257-4111
Fax: 304-257-4386
Contact: George Ford

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www.GrantCountyMulch.com

Contract Carrier Transportation Agreement

This Transportation Agreement, dated as of _____ (this "Agreement"), is entered into between _____, a ("Carrier"), on the one hand, and GRANT COUNTY MULCH, INC., a West Virginia Corporation, PALLET RECYCLING, LLC, a Virginia Limited Liability Company and LOUDOUN HEIGHTS FUEL CO., INC., A West Virginia Corporation (each individually, a "GCM Entity", and collectively referred to as "GCM" or "GCM Entities"), and together with Carrier, the "Parties", and each, a "Party").

WHEREAS, Carrier is engaged in the business of transporting property by motor vehicle in intrastate and interstate trade and desires to furnish to GCM certain motor carrier transportation and related services, as hereinafter more fully described; and

WHEREAS, GCM desires to contract with and engage Carrier as an independent contractor to provide the services set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transportation Services and Equipment:

- a. Carrier shall provide, at its sole cost and expense, for the transportation and delivery of mulch and other freight (the "Goods") from time to time during the Term of this Agreement in the form of individual shipments (each a "Shipment"). Carrier may, on specific deliveries provide unloading services at the request of GCM for an added fee per delivery, as set forth on Attachment A. (Collectively, these services are the "Transportation Services").
- b. Carrier shall provide all necessary equipment, maintained in good repair, to enable Carrier to perform the Transportation Services set forth in Section 1.a. safely. Carrier shall monitor compliance with the Federal Motor Carrier Safety Administration's Compliance, Safety and Accountability safety program (including amendments thereto) and agrees to source transportation resources in a manner that promotes the highest standards of public safety. GCM may suspend some or all Transportation Services under this Agreement if GCM determines that Carrier's equipment, operations, or safety record pose a safety hazard.

2. Term and Termination: This Agreement shall begin on the date set forth above and shall remain in effect until terminated, as provided herein ("Term"). Either GCM or Carrier may terminate this Agreement by giving written Notice to the other, as set forth herein ("Termination Notice"). Termination shall be effective on the latter of (a) one day following receipt of the Termination Notice; or (b) the date set forth in the Termination Notice.

3. Shipments and Delivery.

- a. When GCM desires Carrier to transport a Shipment, GCM will notify Carrier by email, verbally and/or by facsimile, specifying the pick-up location, the date and time for pick-up, the destination ("Delivery Location"), the expected date for delivery ("Delivery Date") and any special equipment needed to provide the Transportation Services related to the Shipment. If Carrier accepts, Carrier will be bound by the terms of this Agreement with respect to each such Shipment.
- b. Unless otherwise expressly agreed to by the Parties for any individual Shipment, Carrier shall delivery the Shipment to the Delivery Location no later than the Delivery Date. If Carrier

anticipates that it will not be able to provide any portion of the Transportation Services on the agreed upon schedule, Carrier shall immediately notify GCM of the delay in delivery and the proposed revised delivery schedule, which shall not be deemed a waiver by GCM of any available remedies with respect to the delay in delivery.

4. Subcontractors: Carrier may subcontract with any person other than Carrier's employees to perform Transportation Services for GCM (each such subcontractor or other third party, a "Permitted Subcontractor").
 - a. Prior to the commencement of any work by any subcontractor, Carrier shall (i) enter into a written agreement with such subcontractor that binds the subcontractor to terms that are at least as protective of the rights and information of GCM as those provided in this Agreement; and (ii) provide to GCM proof for all subcontractors of current licenses and permits required to perform the Transportation Services, as well as proof of subcontractor insurance, as set forth in Section 11.b.iv.
 - b. Carrier's engagement of a Permitted Subcontractor does not relieve Carrier of its obligations under this Agreement. Carrier shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Carrier's own employees. Nothing contained in this Agreement creates any contractual relationship between GCM and any subcontractor.
5. Relationship of the Parties:
 - a. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise or employment between GCM and Carrier. Carrier is an independent contractor under this Agreement. Neither GCM on the one hand, nor Carrier on the other hand, has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other, or the bind the other to any contract, agreement, or undertaking with any third party.
 - b. Carrier shall have sole and exclusive control over the manner in which its agents, employees, and/or Permitted Subcontractors perform the transportation services under this Agreement. GCM acknowledges that Carrier Personnel are deemed employees or subcontractors of Carrier only and are subject to employment and engagement, discharge, discipline and control, solely and exclusively by Carrier.
6. Price and Payment:
 - a. Price: As compensation for the Transportation Services provided by Carrier pursuant to this Agreement, Carrier shall be paid in accordance with the rates, charges, and provisions set forth on **Attachment A**, which is attached and made a part of this Agreement. Carrier acknowledges and agrees that the rates and charges set forth in this provision are the only remuneration that Carrier is entitled to receive in exchange for the provision of the Transportation Services, regardless of the actual number of hours spent providing the Transportation Services. The Parties further agree and Carrier Acknowledges that Carrier will only be entitled to payment from the GCM Entity (Grant County Mulch, Inc., Pallet Recycling, LLC, or Loudoun Heights Fuel Co., Inc.) which issues the bill of lading for any Shipment.
 - b. No Annual Minimum Commitment: The Parties agree that GCM is not obligated to purchase any minimum amount of Transportation Services from Carrier under this Agreement.
 - c. Taxes: Carrier is not responsible for any sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by GCM hereunder; provided, that, in no event shall GCM

pay or be responsible for any taxes imposed on, or regarding, Carrier's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

- d. Payment Terms: In order to receive payment for Transportation Services, Carrier shall submit invoices along with signed copies of the Delivery Receipt(s) within fourteen (14) days of delivery of individual Shipments (the "Due Date"). Invoices received more than 60 days after the Due Date shall not be processed and Carrier shall be deemed to have waived payment for untimely invoiced Transportation Services. Carrier shall be paid within 30 days after receipt of a timely invoice that sets forth in reasonable detail the calculation of all charges arising from the corresponding shipment(s).
- e. Setoff Permitted: Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, a GCM Entity may set off or recoup any liability it owes to Carrier under this Agreement against (i) liability for any freight claim(s) or portions of any freight claim(s) submitted by any GCM Entity pursuant to Section 10 that have not been disallowed which are not paid within one hundred-twenty (120) days from the date Carrier receives the claim(s); or (ii) liability for any freight claim(s) or portions of any freight claim(s) submitted by any GCM Entity pursuant to Section 10 if Carrier filed for or is the subject of a petition for bankruptcy or receivership, or otherwise is found to be insolvent or subject to a corporate dissolution or winding up.

7. Bills of Lading and Delivery Receipts.

- a. Each Shipment under this Agreement shall be evidenced by a bill of lading or other receipt in the form specified by one or more of the GCM Entities, which shall be signed by Carrier or its agent or employee showing the kind and quantity of Goods received by Carrier at the pick-up location ("GCM Bill of Lading"), but the absence or loss of such receipt shall not relieve Carrier of its obligations and responsibilities under this Agreement.
- b. In the event that Carrier provides its own bill of lading, manifest, or other form of freight receipt or contract (collectively, "Carrier Documentation") any terms and conditions of such Carrier Documentation shall be subject to Section 8.
- c. Upon delivery of each Shipment to the corresponding Delivery Location, Carrier shall obtain a signature on the GCM Bill of Lading from the recipient and retain a signed copy of the GCM Bill of Lading ("Delivery Receipt") showing the kind and quantity of Goods delivered to the recipient of such Shipment at the Delivery Location and the time of such delivery, and Carrier shall cause such receipt to be signed by such recipient or its agent or employee at such destination.

8. Terms of Agreement Prevail Over Carrier's Documentation and Contrary Law. The Parties intend for the express terms and conditions contained in this Agreement (including any Attachments hereto) and the GCM Bill of Lading to exclusively govern and control each of the Parties' respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly limited to such terms and conditions. Without limitation of the foregoing, any additional, contrary or different terms contained in any GCM Bill of Lading, Carrier Documentation or other request or communication by Carrier pertaining to the Transportation Services, and any attempt to modify, supersede, supplement or otherwise alter this Agreement, will not modify this Agreement or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized representatives of all Parties. Carrier expressly waives all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with this Agreement, pursuant to 49 U.S.C. Section 14101(b).

9. Risk of Loss:

- a. Carrier Bears Risk of Loss. Carrier shall be liable to GCM for the full actual loss, damage or injury to the Goods occurring while in the custody, possession or control of Carrier, or resulting from Carrier's performance of or failure to perform the Transportation Services, incurred by GCM as a result thereof; provided, however, that Carrier shall not be liable for any loss of or damage to the Goods or for any delay caused by an Act of God, public enemy, the authority of law, or the act or default of GCM. Except in the case of the negligence of Carrier or the party in possession of the Goods, Carrier or the party in possession of the Goods shall not be liable for loss, damage, or delay which results: (i) when the Goods are stopped and held in transit on the request of GCM or other party entitled to make such request; (ii) from faulty or impassable highway, or by lack of capacity of a highway bridge or ferry; (iii) from a defect or vice in the Goods, or (iv) from riots or strikes. The burden to prove freedom from negligence is on the Carrier or party in possession.
- b. Loss Amount. Subject to Section 9.a., if a Shipment's Goods (or any part thereof) is lost, damaged, or injured, Carrier shall pay to GCM the price charged by GCM to its customers for the kind and quantity of Goods lost, damaged, or injured and all taxes, fees, and other charges of any kind or nature which GCM may have paid or may be required to pay or collect in respect of such Goods or their manufacture, storage, distribution, transportation, or sale. GCM shall deduct from any invoice to Carrier the reasonable salvage value of any damaged Goods that have been returned to GCM; provided, however, that GCM shall not be obligated to make any such deduction for, or to surrender to Carrier, any Shipment or portion thereof which GCM has destroyed or agrees to destroy because, in GCM's sole judgment, the Goods have been rendered unfit or unsuitable for sale, use, or consumption due to spoilage, contamination, or adulteration in transit or a reasonable suspicion thereof, or if the Goods cannot be re-sold to existing customers based on product demand.

10. Claim Procedure. GCM shall submit to Carrier a written claim for loss, damage, or injury to any Shipment's Goods within nine (9) months after delivery at the Delivery Location of the Shipment with respect to which such claim is made or, in case of failure to make such delivery, within nine (9) months after a reasonable time for delivery has elapsed. Carrier agrees to pay each such claim within 120 days of its receipt thereof or, within such period, to notify GCM in writing that such claim is disallowed and setting forth in reasonable detail the reasons for such disallowance.

11. Insurance.

- a. Requirement to Obtain Insurance. Carrier shall procure and keep in force continuously during the Term the following types of insurance:
 - i. Occurrence based Commercial General Liability Insurance, including blanket contractual coverage, for bodily injury and property damage not less than \$1,000,000.00 combined single limit per occurrence;
 - ii. Occurrence based Auto Liability Insurance covering owned, non-owned, and hired automobiles not less than \$1,000,000.00 combined single limit per occurrence;
 - iii. Primary Cargo Insurance not less than \$10,000 per shipment;
 - iv. Workers' Compensation Insurance with limits no less than the minimum amount required by applicable law;
 - v. Occurrence based Non-Owned Physical Damage Trailer Coverage not less than \$40,000.00 for walking floors and \$30,000.00 for flatbeds (applicable only to Carriers who use GCM's trailers).
 - vi. Occurrence based Umbrella (excess) liability insurance for the coverage in Sections 11.a.i. and 11.a.ii. with limits no less than \$5,000,000.00.

b. Insurance Contract Requirements and Certificates.

- i. Insurance Contract Requirements. Carrier shall ensure that all insurance policies required under Section 11.a:
 1. be issued by insurance companies with a Best's Rating of no less than A-VII;
 2. provide that such insurance be primary insurance and any similar insurance in the name of or for the benefit of Carrier shall be excess and non-contributory;
 3. regarding Sections 11.a.i, 11.a.ii, and 11.a.vi., name the GCM Entities, including all successors and permitted assigns, as additional insureds; and
 4. regarding Sections 11.a.iii and 11.a.v., name the GCM Entities, including all successors and permitted assigns, as loss payees;
 5. waive any right of subrogation of the insurers against the GCM Entities.
- ii. Cancellation or Non-renewal. If for any reason any insurance policy required by this Agreement is cancelled, not renewed, or the general aggregate is eroded such that the minimum policy limits required in this Agreement are not available, Carrier shall promptly notify GCM in writing and purchase a replacement policy containing the same terms and conditions as such cancelled or non-renewed policy and provide evidence of the replacement policy to GCM.
- iii. Insurance Certificates. Carrier shall provide GCM with copies of the certificates of insurance and policy endorsements (or other adequate proof of coverage) for all insurance coverage required by Section 11.a. and shall not do anything to invalidate such insurance. This section shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement).
- iv. Subcontractors: Carrier shall ensure that any subcontractor or other third-party engaged by Carrier to perform Transportation Services under this Agreement maintains insurance as set required by in this section, including naming the GCM Entities as (1) additional insureds on policies required by Sections 11.a.i., 11.a.ii., and 11.a.vi.; and (2) as loss payees on policies under Sections 11.a.iii and 11.a.v. Carrier will deliver certificates of insurance and policy endorsements (or other adequate proof of coverage) to GCM before allowing any such subcontractor or other third-party to perform any such Transportation Services.

12. Compliance with Laws. Carrier shall at all times comply with all federal, state and local laws, regulations, rules, and orders applicable to this Agreement and its obligations under this Agreement, including Carrier's provisions of the Transportation Services. Without limiting the generality of the foregoing, Carrier shall (a) at its own expense, maintain all certifications, credentials, licenses and permits necessary to conduct its business relating to the Transportation Services; and (b) not engage in any activity or transaction involving any Shipment that violates any law, regulation, rule, or order.

13. Licenses and Permits. Without limiting the generality of Section 12, Carrier, at its own expense, shall secure and maintain throughout the Term, all federal, state, and local licenses and permits that are necessary to provide the Transportation Services, including the Federal Motor Carrier Safety Administration. Carrier also shall ensure that its employees, subcontractors, and equipment are properly licensed and permitted as required by all jurisdictions where the Transportation Services are provided.

14. Effect of Termination.

- a. Termination of this Agreement will not affect any rights or obligations of the Parties that (i) come into effect on or after termination of this Agreement; or (ii) otherwise survive the termination of this Agreement under Section 20 and were incurred by the Parties prior to such termination.
- b. Any Notice of termination under this Agreement (i) automatically operates as a cancellation of any Shipments that are scheduled to be picked-up after the effective date of termination, whether or not Carrier had accepted any Shipment Request, and (ii) does not impact the Carrier's obligation to complete delivery and fulfill all of its obligations with respect to any Shipments that have already been picked-up by the Carrier.
- c. Termination of this Agreement will not constitute a waiver of any of the terminating Party's rights or remedies, remedies, or defenses under this Agreement, at law, in equity or otherwise.

15. Confidentiality. From time to time during the Term, Carrier (including its agents, employees, and/or subcontractors) may come to know information about GCM or a GCM Entity's business, including confidential and/or proprietary information not otherwise publicly known (e.g. pricing, identity of customers, suppliers and/or vendors, pricing, employee information), whether orally or in written, electronic or other form or media, (collectively, "Confidential Information"). Carrier shall: (A) protect such Confidential Information; (B) not use such Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to Carrier's agents, subcontractors, or employees who need to know the Confidential Information to assist Carrier, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. Carrier's obligations under this Section 15 shall survive termination of this Agreement. Carrier shall be responsible for any breach of this Section 15 caused by any of its agents, employees or subcontractors. GCM or any GCM Entity may seek equitable relief (including injunctive relief) against Carrier and its agents, employees, and/or subcontractors to prevent the breach or threatened breach of this Section 15 and to secure its enforcement, in addition to all other remedies available at law.

16. Carrier's Representations and Warranties. Carrier represents and warrants to GCM that:

- a. it is an legal entity (e.g. corporation, limited liability company) duly organized, validly existing, and in good standing in the jurisdiction of its formation;
- b. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement;
- c. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
- d. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Carrier; and
- e. when executed and delivered by the Parties, this Agreement will constitute the legal, valid, and binding obligation of Carrier, enforceable against Carrier in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity; and
- f. it is in compliance with all laws applicable to this Agreement, the Transportation Services and the operation of its business.

17. Service Warranties. Carrier warrants to GCM that it shall perform the Transportation Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized/commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
18. INDEMNIFICATION. CARRIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GCM AND ALL OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SIBLING, PARENT AND SUBSIDIARY ENTITIES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, PAYMENTS, EXPENSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), AND/OR INJURIES TO PROPERTY OR PERSONS (INCLUDING INJURY RESULTING IN DEATH) WHETHER BROUGHT BY AN INDIVIDUAL OR OTHER ENTITY, OR IMPOSED BY A COURT OF LAW OR BY ADMINISTRATIVE ACTION OF ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL BODY OR AGENCY, ARISING OUT OF, INCIDENT TO, OR IN CONNECTION WITH (I) ANY ACTS, OMISSIONS, NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF CARRIER, OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, OR VOLUNTEERS, OR (II) VIOLATION OF APPLICABLE LAWS AND REGULATIONS BY CARRIER OR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, CONTRACTORS OR VOLUNTEERS. THIS INDEMNIFICATION APPLIES TO, AND INCLUDES WITHOUT LIMITATION THE PAYMENT OF PENALTIES, FINES, JUDGMENTS, AWARDS, DECREES, ATTORNEYS' FEES AND RELATED COSTS INCURRED BY GCM. CARRIER ASSUMES NO LIABILITY UNDER THIS SECTION FOR ANY OCCURRENCE THAT IS THE RESULT OF THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF GCM.
19. Entire Agreement. Subject to Section 8, this Agreement, including all related attachments and the GCM Bills of Lading, constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
20. Survival.
- a. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of Carrier contained herein will survive the termination of this Agreement for a period of 12 months after such termination; and (b) Sections 15 and 18 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such termination, will survive the termination of this Agreement.
 - b. The parties agree that Section 20 shall not apply to any claim of the parties arising from Section 9. Any claim arising from Section 9 shall be subject to the survival and statute of limitations provisions of Section 10.
21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier with delivery confirmation or certified or registered mail

(in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Carrier:

Attention:

Notice to GCM/GCM Entities:

181 Mulch Drive, Petersburg WV, 26847

Attention:

22. Interpretation; Headings. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; and (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
23. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
24. Amendment and Modification. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.
25. Waiver.
- a. No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right.
 - b. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.
 - c. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement:
 - i. any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or
 - ii. any act, omission, or course of dealing between the Parties.

26. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.
27. Equitable Remedies. Carrier acknowledges and agrees that (a) a breach or threatened breach by Carrier of any of its obligations under Section 15 would give rise to irreparable harm to GCM for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Carrier of any such obligations, GCM or a GCM Entity shall, in addition to any and all other rights and remedies that may be available to GCM or a GCM Entity at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Carrier agrees that Carrier will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 27.
28. Assignment; Successors and Assigns. Carrier may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of GCM, except as expressly provided herein. Any purported assignment or delegation in violation of this Section is null and void. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
29. No Third-party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
30. Choice of Law and Venue. This Agreement, including all schedules, attachments, and appendices thereto and GCM Bills of Lading, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the Laws of the State of West Virginia, without regard to its conflict of laws provisions. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever in any way arising from or relating to this Agreement, including contract, equity, tort, fraud, and statutory claims, in any forum other than the state or federal courts which preside over Grant County, West Virginia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.
31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

By _____

Name:

Title:

GRANT COUNTY MULCH, INC.

By _____

Name:

Title:

PALLET RECYCLING, LLC

By _____

Name:

Title:

LOUDOUN HEIGHTS FUEL CO., INC.

By _____

Name:

Title:



Greetings,

We are in the process of updating our vendor payment system and would like to take this opportunity to offer all vendors the option of setting up direct deposit for payments instead of mailed check payments.

ALL payments will be made via direct deposit, please complete the enclosed authorization form as well as the enclosed W-9 form and either mail back to the attention of Matt Gann or email to mattg@gcmulch.com.

As soon as we receive your completed forms, we will set you up in our system for Direct Deposit.

Upon payment, you will receive an electronic confirmation at the email address provided. A remittance statement will be sent under separate cover.

This is a new process, so we ask your patience as we make the transition.

If you have any questions, please contact Matt Gann or at mattg@gcmulch.com or (304) 749-7451.

Thank you in advance,

Providing Bagged & Bulk Mulch, Soil & Stone Products for over 25 years

181 Mulch Dr. | Petersburg, WV 26847 | P 800.749.7451 | F 304.749.7024

www.GrantCountyMulch.com



DIRECT DEPOSIT AUTHORIZATION FORM

Company Name: _____

Billing Contact: _____

Contact Telephone: _____ Fax: _____

Billing Address:
(PHYSICAL ADDRESS) _____

City, State, Zip: _____

Bank Name: _____ Fax: _____

Bank Address:
(Physical Address) _____

Bank Routing Number: _____

Company Bank Account Number: _____

Email Address for Remittance: _____

Please select type of account: ☐ Checking ☐ Savings

AUTHORIZATION:

I hereby authorize Grant County Mulch, Inc. to initiate credit entries for invoice payments to my account with the financial institution I have listed above. I have enclosed an actual or copied voided check or documentation showing that I am the holder of the savings or checking account.

I understand direct deposit will continue until Grant County Mulch, Inc. terminates it for any reason or until Grant County Mulch, Inc. receives written notice of termination from me. I understand I will notify Grant County Mulch, Inc. if I have any bank account or routing number changes so that direct deposit can continue without interruption.

I understand remittance information will be sent to the email I have listed above and understand that I will notify Grant County Mulch, Inc. if my email address changes in the future.

Signature of Owner / agent: _____ Date: _____

PLEASE ATTACH VOIDED CHECK OR FINANCIAL INSTITUTION DIRECT DEPOSIT FORM TO THIS PAGE

FOR OFFICE USE

VENDOR TYPE: _____

Providing Bagged & Bulk Mulch, Soil & Stone Products for over 20 years

181 Mulch Dr. | Petersburg, WV 26847 | P 800.749.7451 | F 304.749.7024

www.GrantCountyMulch.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) GRANT COUNTY MULCH 181 MULCH DR PETERSBURG, WV 26847
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VENDOR CONTACT INFORMATION

COMPANY NAME: _____

POINT OF CONTACT: _____

OFFICE PHONE: _____

OFFICE FAX: _____

CELL PHONE: _____

EMAIL ADDRESS: _____