

Giorgi Mushroom Company & Related Subsidiaries

MUSHROOM COMPOST

DATE _____
CUST. NO. _____

SOLD TO _____

ADDRESS _____

CITY _____

USED BY _____

check if same as above

ADDRESS / CITY _____

USED BY _____

check if same as above

ADDRESS / CITY _____

PRODUCT USE:

- Landscape Gardening Farm Manufactured Soil Constructed Wetland

SOLD BY	CASH	CHARGE	C.O.D.	ON ACCT.	MOSE. RET'D	PAID OUT
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QUANTITY	DESCRIPTION	PRICE	AMOUNT

THIS SLIP MUST BE
PRESENTED FOR ANY
RETURNS OR ADJUSTMENTS

RECEIVED BY _____

SEE REVERSE SIDE OF SLIP FOR TERMS AND CONDITIONS OF PURCHASE BY BUYER,
INCLUDING MATERIAL GUARANTY, WARRANTY, INDEMNIFICATION OF SELLER AND INTENDED USE.



MUSHROOM CO.



Phone (610)926-8811
Fax (610)926-8887

P.O. BOX 96

TEMPLE, PENNSYLVANIA 19560

The following Warranty Disclaimer applies to all Mushroom Compost Shipments departing all Giorgio Related companies including the loading and shipment of compost by the Buyer. Buyer is responsible to use Seller's scales to ensure the loaded weight is not in violation of any highway weight restrictions. Seller is not responsible for any damage to Buyer's vehicle(s) due to loading or transportation of the goods (compost).

GIORGI MUSHROOM COMPANY MUSHROOM COMPOST TERMS AND CONDITIONS OF USE

Giorgi Mushroom Company and certain of its affiliated companies (GMC) generate Mushroom Compost (MC) as a byproduct of growing mushrooms. MC is removed from GMC's facilities by both intermediaries and end-customers. This Agreement and Guidance Document is intended to inform ultimate users of MC (the Customer) as to the proper and permitted storage and uses of MC, and precautions to betaken.

MC is a beneficial organic byproduct which results from growing mushrooms. MC is rich in organic matter critical to the health and productivity of soil and is steam pasteurized prior to removal from the growing rooms. Like any nutrient-rich product, MC must be stored and used correctly – and must not be allowed to enter waterways, wetlands, streams or drinking water sources. Proper storage is especially critical given the heavy rains that our region sometimes experiences, creating waterways that do not seem to exist during dry weather conditions. In addition, MC may sometimes contain small amounts of foreign materials including nitrile gloves, hairnets, horse oral applicators, plastic, hay and straw strings, bottles and cans.

1. **Permitted Uses.** Permitted uses for MC include: (a) agricultural and horticultural beneficial uses such as to grow crops, establish lawns, and for turf grass production; and (b) other beneficial uses such as for landfill revegetation, soil conditioning, soil amendment, fertilizer, mulch, or for erosion control.

2. **Responsibility for MC Storage and Use.** Once MC is provided to the Customer, the Customer assumes full responsibility for MC storage and use and agrees that GMC (and the "GMC Indemnitees," as defined below) will have no responsibility for the Customer's storage or use of the MC. Should Customer not agree to the foregoing and to ensuring that MC does not impact water bodies and drinking water sources, and accept this product "as is", then Customer should not use MC and should reject any deliveries of MC.

3. **Agricultural Land Application and MC Field Crop Application Sheet.** If Customer will apply the MC to agricultural lands, Customer agrees to comply with the appended MC Field Crop Application Sheet as well as any nutrient management plans applicable to Customer's operations. Additional information can be found in the PA DEP's "Best Practice for Environmental Protection in the Mushroom Farm Community," Document 254-5401-001, as well as additional resources available via the QR Code below.

4. **Other Land Application Guidelines and Avoidance of Water Bodies and Drinking Water Sources.** The attached MC Field Crop Application Sheet states: "Use caution when applying MC near to water bodies or active drinking water sources. In general, it is best to maintain at least a 35-foot, no application buffer from water bodies and a 100-foot, no application buffer from drinking water sources." Other guidance documents recommend larger buffers. **ENSURING THAT MC DOES NOT IMPACT WATER BODIES AND DRINKING WATER SOURCES IS CRITICAL AND IS YOUR RESPONSIBILITY.**

5. **No Representations and Warranties; Indemnification; Choice of Laws; Misc. GMC MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING MC, AND GMC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE.** Customer must make its own determination concerning the fitness and suitability of MC for Customer's intended use, and following transfer to Customer of MC, Customer assumes all risks concerning the transport, handling, placement, and/or use of MC. Customer is responsible for compliance with all applicable laws, rules and regulations concerning MC, and Customer shall indemnify, defend and hold GMC and its subsidiary and affiliated companies and their respective owners, directors, officers, employees, contractors and agents (together, "GMC Indemnitees") from and against any claims of any type or kind, howsoever arising, and whether sounding in contract or tort, in any way relating to Customer's possession of or Customer's acts or omissions with respect to MC. In no event shall GMC or any GMC Indemnitee be liable for any punitive, special, consequential, or indirect damages of any type or kind including, without limitation, damages for loss of profits, loss of revenues, or loss of goodwill, even if GMC had been advised of the possibility of such damages and even if such damages were foreseeable. Customer's sole and exclusive remedy regarding the MC shall be to request, in writing, within thirty (30) days of the date of transfer to Customer of MC, replacement of the MC. These MC Terms and Conditions shall be controlled by the laws of the Commonwealth of Pennsylvania and any actions brought concerning same shall only be brought in the Courts located in or about the City of Reading, Berks County, Pennsylvania, and Customer consents to the personal and subject matter jurisdiction and venue of such Courts.

COLLECTION FEES

In the event that your account becomes delinquent and we find it necessary to assign it to a collector, the fee which the collector charges us to obtain payment from you will be added to and become part of the total which you owe us. Interest shall also accrue at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law.

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Typical MC Nutrient Content: N 0.9%, Available Phosphate (P₂O₅) 0.5%, Soluble Potash (K₂O) 1.0%

APPENDIX C-MUSHROOM COMPOST FIELD CROP APPLICATION SHEET AND TABLE SHOWING MAXIMUM ANNUAL APPLICATION RATES			MUSHROOM COMPOST MAXIMUM ANNUAL APPLICATION RATES		MC Field Application Sheet		
Crop	Yield	MC Maximum Annual Application Rate/Acre	Inches/Acre	A completed MC Field Crop Application Sheet should be retained by the appropriate business for each MC application. This record of application will provide evidence of proper procedures should authorities have questions in the future.			
Corn Grain	100 bushel	30 tons (105 yds) ¹	0.8	MC Application Date	MC Field Application Sheet		
	125 bushel	40 tons (140 yds) ¹	1.1	Planting Date			
	150 bushel	50 tons (175 yds) ¹	1.3	Field Identification			
Corn Silage	175 bushel	60 tons (225 yds) ¹	1.7	Crop to benefit from MC			
	17 tons	40 tons (140 yds) ¹	1.1	Crop area in Acres			
	20 tons	50 tons (175 yds) ¹	1.3	Expected Yield			
Grass Hay ¹	23 tons	50 tons (175 yds) ¹	1.3	Application of MC needed, according to the reference table			
	26 tons	60 tons (225 yds) ¹	1.7	Total delivery needed for this yield in this field			
	3 tons	50 tons (175 yds) ¹	1.3	Other considerations			
Wheat	4 tons	60 tons (225 yds) ¹	1.7	After harvest report			
	5 tons	80 tons (280 yds) ¹	2.1				
	50 bushel	15 tons (52 yds) ¹	0.4				
Soybeans	60 bushel	20 tons (70 yds) ¹	0.5				Yield per acre
	70 bushel	20 tons (105 yds) ¹	0.8				Crop Quality
	30 bushel	30 tons (105 yds) ¹	0.8				Diseases
	40 bushel	40 tons (140 yds) ¹	1.1	Pests			
	50 bushel	40 tons (140 yds) ¹	1.1				

General Note: In addition to meeting the nitrogen needs of these crops, these application rates listed above will supply all the necessary phosphorus and potassium needs of the various crops listed above.

Please be aware that continual annual applications of these compost materials on farm fields may elevate phosphorus levels in the soils. Farmers are recommended to soil test their fields at least once every three years to monitor phosphorus levels in the soil.

Use caution when applying MC near to water bodies or active drinking water sources. In general it is best to maintain at least a 35-foot, no-application buffer from water bodies and a 100-foot, no-application buffer from drinking water sources.

- ¹ These fields may benefit from an additional 10 lbs of nitrogen applied per acre.
- ² These fields may benefit from an additional 20 lbs of nitrogen applied per acre.

³ Applications of greater than 1" of MC on a growing sod crop could damage productivity of the field. Application rates on sod fields of over 1" are recommended to be split applied over the course of the growing season. For example, application to a 4-ton grass field could be split applied to 0.9 inches in the early spring, with an additional 0.8 inch application after the first cutting.



MORE INFORMATION IS AVAILABLE HERE