

# Worldwide Produce Night Drop Delivery Agreement

This Night Drop Delivery Agreement (“Agreement”) is entered into as of March 4, 2019 by and between Green Farms, Inc., dba Worldwide Produce (“Seller”) and \_\_\_\_\_ (“Buyer”). This Agreement allows for the after hours delivery of fruit and vegetable produce (“goods”) by Seller to the Buyer’s premises at \_\_\_\_\_.

### Terms.

**1. Place for Buyer’s Acceptance of After Hours Deliveries:** The parties agree that Buyer shall designate a secure location where Buyer will accept delivery of Seller’s goods after the regular close of Buyer’s business and communicate that location to Seller’s driver. Buyer shall also provide Seller a reasonable means of access to this “night drop” location. Any access protocol that Buyer desires Seller’s personnel to follow shall be communicated to Seller in writing, by fax or email in advance of any order.

**2. Time of Buyer’s Acceptance of After Hours Deliveries:** The parties agree that due to the after hours delivery request and the perishable and portable nature of the goods to be delivered by Seller, Buyer shall be conclusively deemed to have accepted the goods at **10:00 a.m. (P.S.T.)** on the day of the night drop delivery (the “Notification Deadline”), absent rejection of such goods prior to the Notification Deadline in accordance with subsection 2(b). below. Any attempt by Buyer to revoke acceptance for any reason after Buyer has accepted the delivery of goods shall constitute a breach of contract.

- a. Buyer agrees that it will have had a reasonable opportunity to inspect the goods for all purposes prior to the Notification Deadline and that deemed acceptance of the goods by 10:00 a.m. (P.S.T.) on the day of the night delivery is reasonable under the circumstances.
- b. If, after inspection, Buyer desires to reject any of the goods, in whole or in part, **Buyer shall notify Seller in writing** of Buyer’s rejection of the goods by specifying which goods are non-conforming and the reason. This notice shall be sent by Buyer to Seller, **via fax (866) 712-7881 or e-mail orders@wwproduce.com, before the Notification Deadline.**
- c. If Buyer timely notifies Seller of the rejection of goods, Seller’s standing instruction to Buyer is that Buyer preserve the rejected goods intact and leave them for inspection and pick-up by Seller.

**3. Release of Seller’s Liability:** The Parties agree that Buyer is responsible for maintaining the security of the location of the night drop area that is designated by Buyer. The risk of loss, theft, damage or destruction of the delivered goods shall pass to Buyer immediately upon delivery of such goods at the night drop location, and not the time of Buyer’s acceptance.

**4. Insurance and Indemnity:** Buyer represents and warrants to Seller that it maintains in force a general liability insurance policy providing not less than two million dollars in coverage per occurrence. Buyer shall indemnify and hold Seller harmless from and against any and all claims and losses that result or arise from Seller’s employees and agents entry onto Buyer’s premises.

**5. Notification:** In the event Buyer wishes to terminate this Agreement and discontinue night drop deliveries, Buyer shall notify Seller in writing and the termination shall be effective 48 hours after such notice is received by Seller.

**Seller:**

**Buyer:**

Green Farms, Inc., dba Worldwide Produce

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\_\_\_\_\_  
**Signed** **Date**

\_\_\_\_\_  
**Signed** **Date**

**By:** \_\_\_\_\_ **Its:** \_\_\_\_\_

**By:** \_\_\_\_\_ **Its:** \_\_\_\_\_