



Weekly Delivery Agreement

Thank you for your business! Pursuant to this agreement, at least one pound of microgreens will be delivered every monday for a term of three months.

This agreement for weekly microgreen delivery between _____ (“client” name) and **Philly Microgreens** (“provider”) was entered upon beginning __/__/__.
Microgreens are be delivered to: _____ (address)

The following conditions and expectations apply:

1. **Payments** are to be rendered at or before the time of the scheduled delivery via cash, check, or paypal. Additional fees may apply for paypal or credit card processing.
2. Client shall defend, indemnify and hold Philly Microgreens harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the company.
3. All attached riders are an integral part of this contract and will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.
4. Philly Microgreens and any of its employees or agents shall not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the law or regulations; actions of any civil, military, or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of Philly Microgreens.
5. The terms of this agreement will be governed by the laws of the State of Pennsylvania. The state and federal courts located in Philadelphia will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement. The client consents irrevocably to personal jurisdiction in such courts with the respect to any matters and waives any defense of forum non conveniens.

In agreement to the above mentioned terms the “Client” and Casey Tabor (Owner of Philly Microgreens) shall sign below:

Signature of Client

Date _____

Signature of Owner

Date _____