



EcoFert, Inc.



CONTRACT FOR INJECTION SYSTEM INSTALLATION AND PROGRAM SERVICE

This Agreement for Contract for Injection System Installation and Program Service (“Agreement”) is entered into by and between EcoFert, Inc. (“EcoFert”) and Murrieta Valley Cemetery District (“District”) as of April, _____, 2025.

RECITALS

1. EcoFert has made an updated proposal to the District, dated February 5, 2025 (“Proposal”), for injection system installation and Program service at Laurel Cemetery (“Cemetery”), a copy of which is attached hereto.
2. EcoFert would like to apply the EcoFert Program for the Cemetery landscapes, in accordance with the Proposal.
3. The District would like for EcoFert to apply the EcoFert Program for the Cemetery landscapes, subject to the terms listed herein.

AGREEMENT

1. Injection System Installation – EcoFert will install an injection system at the Cemetery at no charge to the District. In the event of termination of this Agreement, EcoFert shall have the right to remove the injection system equipment.
2. Initial Site Analysis – EcoFert will charge \$500 for an Initial Site Analysis of the Cemetery landscapes. The District will receive a written report of soil testing, irrigation system review, and general inspection of the nature and quality of the Cemetery landscapes.
3. Program Service – EcoFert will apply monthly Program service at the Cemetery in accordance with the Proposal.
4. Term – The term of this Agreement shall be three (3) years. This Agreement can be extended upon the mutual written agreement of the parties.



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5. Early Termination – The District can terminate this Agreement anytime after the conclusion of two (2) years of Program service, on condition that the District provide EcoFert with at least a 90 day written notice that specifies the reasons for the early termination.

6. Price – EcoFert shall charge \$85/acre per month for the first three (3) years of Program service. The Cemetery landscapes are 8 acres. Therefore, the monthly price to the District for the Program service shall be \$680.

MISCELLANEOUS

1. This Agreement is to be governed by, and construed in accordance with, the laws of the State of California.

2. This Agreement shall be binding upon and inure to the parties hereto, their successors in interest, and assignees of the respective parties.

3. This document is deemed to have been mutually negotiated and drafted by the parties. No provision of this Agreement shall be interpreted for, or against, a party because such party drafted or requested such provision.

4. This Agreement may be signed in counterparts, each of which shall be deemed an original for all purposes. Copies of signatures to this Agreement shall for all purposes be deemed originals and shall bind the party delivering such copies of signatures.

5. This Agreement sets forth the entire and complete agreement by the parties hereto. No oral representation and no prior oral or written matters extrinsic to this Agreement shall have any force or effect as to the provisions of this Agreement. All prior and contemporaneous discussions, negotiations, and agreements between such parties with respect to the Agreement are superseded or are deemed merged into this Agreement.



EcoFert, Inc.



This Agreement shall be deemed entered into as of the date first listed above.

Murrieta Valley Cemetery District

EcoFert, Inc.

By: _____

By: _____

Title: _____

Title _____

Date

Date