



**AGREEMENT AND DISCLAIMER**

**INDEMNITY TO ALPINE SHIRE COUNCIL FROM THE ACQUIRER OF  
UNTREATED MULCH**

I, the undersigned, wish to acquire a quantity of untreated mulch from the Alpine Shire Council (“the Council”).

I am aware that the Council has no control over the contents of the vegetation that is deposited for mulching at Alpine Shire’s Transfer Stations.

I understand and appreciate that the vegetation that is deposited for mulching, and which I wish to acquire, may contain chemicals and noxious weeds. I therefore understand that the Council recommends that the mulch I wish to acquire only be used for non-primary production purposes.

I also agree not to on-sell the mulch I wish to acquire. If I allow the mulch I acquire to be used by a third party or parties, I agree to warn them that the mulch may contain chemicals and noxious weeds and therefore they should only use it for non-primary production purposes.

**Indemnity and Hold Harmless**

Upon acquiring the untreated mulch, I hereby undertake to indemnify and to keep indemnified the Council and or its servants and agents and also hold the Council harmless against and from all actions, claims, costs, charges, expenses and damages howsoever caused, arising out of the use of such mulch.

Transfer Station Site:  Myrtleford  Porepunkah  Mt Beauty

**Customer**

Signed:	Print Name:
Address:	

**Witness**

Signed:	Print Name:
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Dated this ..... day of ..... 20