

Kirigin Cellars Sod Sale and Purchase Agreement

This agreement for the sale and purchase of sod is entered into by \_\_\_\_\_ (“Buyer”) as the purchaser and Miranda Wines, LLC, dba, Kirigin Cellars (“Seller”) at 11550 Watsonville Road, Gilroy, CA 95020, as the seller on \_\_\_\_\_.

1. Buyer acknowledges that Buyer has been provided the opportunity to inspect Seller’s sod farmed areas on the Kirigin Cellars property and agrees that Seller may designate sod from any portion of its property for delivery to Buyer under this agreement. Buyer desires to purchase and Seller desires to sell such sod grown by Seller at Kirigin Cellars.
2. Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer \_\_\_\_\_ square feet of sod at the price of \$\_\_\_\_\_ per square foot if such sod is available based on Seller’s sole determination. Buyer shall pay not less than 50% of the applicable charges at the time of entering into the agreement.
3. Buyer agrees to accept delivery of the sod at Kirigin Cellars on \_\_\_\_\_ AS IS and without the benefit of any representations, warranties or covenants from Kirigin Cellars as to the quality, longevity or suitability of the sod for Buyer’s purposes. Buyer’s acceptance of delivery of the sod shall constitute Buyer’s full and final acceptance of the sod and payment shall be made in full by Buyer to Seller prior to delivery.
4. Buyer acknowledges and agrees that Seller has no further liability to Buyer other than to deliver the sod to Buyer at Kirigin Cellars on the date specified. Specifically, Buyer acknowledges that Seller is not responsible for any errors in installation or deterioration of the sod subsequent to its delivery to Buyer including but not limited to deterioration caused by herbicides, or other chemicals or pet urine. Seller has no obligation to furnish any grass seed to Buyer.

Buyer: \_\_\_\_\_

Seller, Kirigin Cellars: \_\_\_\_\_