

(Buyer)  
***Wine Grape Purchase Agreement***

\_\_\_\_\_ Winery, hereinafter designated as “Winery”, agrees to purchase from, hereinafter designated as “Grower”, and Grower hereby agrees to sell and deliver to Winery the below designated as “Grower”, and Grower hereby agrees to sell and deliver to Winery the below designated grapes grown upon Grower’s vineyards located at , \_\_\_\_\_ and harvested in the calendar year \_\_\_\_\_, upon the following terms and conditions:

1. Quantities, Descriptions, Prices and Payment

Varietal:

Tonnage: tons

Price Per Ton: \$

Sugar Point Minimum/Maximum Range:

Payment Schedule:

Mailing Address:

MAKE CHECK PAYABLE TO:

2. Cooperative Effort. Winery and Grower shall cooperate in an effort to obtain highest quality grapes and arrange a mutually agreeable delivery schedule. Winery will arrange for delivery of ½ ton boxes one (1) day prior to harvest and to arrange for transportation of the fruit at Winery’s own expense.
3. Condition of Grapes. All grapes are to be ripe, and as free from mildew, rot, filth, insect infestation and material other than grapes as possible and in good condition for processing. All grapes shall have been stored or carried only in containers that are clean and free of grape particles and/or residual juice, have no exposed mild steel surfaces and have no coatings applied to mild steel surfaces that have not been approved by FDA and by Winery. Grapes shall not have come in contact with any other substance that could impart any flavor, taste or aroma to, or in any way, alter the resultant juice from said grapes. Winery shall have the right to reject any grapes which, in Winery’s sole judgement, do not conform to the above conditions or are not harvested and delivered at the time and places specified.
4. Damage to Equipment. In the event Grower or any employee, or agent or representative of Grower shall cause damage to Winery’s equipment, or other causes, Grower shall pay all cost of repair to or replacement of said equipment and Winery may deduct such costs from monies owing to Grower. Winery shall notify Grower, or Grower’s representatives, of said damage within twenty-four (24) hours from the time it is discovered by Winery. The amount of damage shall be ascertained and Grower shall be supplied documentary evidence of the nature and extent of the damage and costs of all resulting repairs and/or replacement.

5. Determination of Tonnage. A licensed weigh master at a certified scale shall determine the weights of all grapes delivered.
  
6. General Conditions. Grower agrees to harvest and deliver the grapes to the Winery's facility on the dates and at the times reasonably specified by Winery. Either party shall be excused from failure to perform under this agreement due to fires, strikes or acts of God. Grower warrants that all grapes sold under this agreement are its sole property, are free and clear of all liens, conveyances, encumbrances or levies and will be delivered free from all liens of mechanics, material men and others. Grower agrees to assume all risks of loss and damage of any kind whatsoever to grapes until the grapes are accepted by the Winery. In the event Grower picks at the time directed by Winery and the sugar content is less than minimum or more than the maximum shown in paragraph 1. Winery shall pay for said grapes as if the minimum sugar content as attained.

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

WINERY:

SELLER:

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Date: \_\_\_\_\_

Date: \_\_\_\_\_