

**\_\_\_\_\_ GRAPE GROWERS**  
**One (1) Year Non-Member, Non-Patronage**  
**Grape Marketing Agreement**

**200X CROP YEAR ONLY**

\_\_\_\_\_ Grape Growers (\_GG) is a cooperative marketing association, incorporated and functioning under the laws of the State of \_\_\_\_\_. The undersigned "Grower" hereby retains \_GG, and authorizes \_GG to act as its exclusive agent, to market the herein described grapes on a participating non-member, non-patronage basis for the above indicated crop year. By appointing \_GG as its exclusive agent, Grower agrees that \_GG shall have the exclusive authority to market the grapes and that Grower will not sell or otherwise market them except through \_GG. \_GG is exclusively authorized to market (but shall not purchase or take title to) the following grapes as described below based upon (check one):

**Set Tonnage or**  **Set Acreage and Estimated Tonnage:**

<b>Acres:</b>	<b>Tons:</b>	<b>Variety(s):</b>	<b>Physical Location or Description</b>	<b>S, T, R:</b>	<b>APN#:</b>
_____	_____	_____	_____	_____	_____

**Exclusive Sales Authority; Authority to Enter Contracts; Adjustments:**

Grower hereby acknowledges that \_GG may, on behalf of Grower, (check one):

- (1) contract to sell Grower's grapes, specifically identified as such and subject to the specific terms of an underlying grape purchase agreement (copy of which to be provided to grower prior to delivery), to any winery or other grape purchaser.

Grower hereby acknowledges that if option one (1) is checked above, \_GG is not guaranteeing that it will be able to find a winery or other grape purchaser for Grower's grapes. However, if \_GG finds such buyer, \_GG will sell Grower's grapes and guarantee Grower a minimum price based upon the underlying grape purchase agreement between \_GG and a grape purchaser for Grower's grapes. In the absence of such underlying grape purchase agreement, \_GG makes no specific representations or guarantees regarding the sale of, or sales price of, Grower's grapes.

- (2) pool Grower's grapes with grapes of like variety and quality grown by other \_GG growers for which \_GG is marketing grapes, and contract on behalf of Grower and such other growers to sell all such grapes to any winery or other grape purchaser.

If option two (2) is checked above, \_GG does not guarantee to find a buyer for Grower's grapes, nor does \_GG guarantee a minimum price level for Grower's grapes based on any underlying grape purchase agreements nor on any terms of any other agreement with other \_GG Growers. \_GG will determine in its sole discretion the price paid to Grower, or the price paid to the participants in the pool in which Grower's grapes are pooled, upon delivery and acceptance of Grower's grapes.

\_GG agrees to exercise, in good faith, its best efforts to market Grower's grapes. Grower agrees that \_GG, in its good faith discretion, shall have full control of the time when, the parties to whom, and the prices for which, \_GG commits Grower's grapes to be sold.

\_GG may without notice to Grower, when it deems necessary or reasonably appropriate, adjust the price or other terms on which any sale involving Grower's grapes has been arranged.

\_GG is authorized by Grower, for administrative convenience and due to its name recognition with many wineries and other purchasers of grapes, to enter into contracts in its own name on behalf of Grower for the sale of Grower's grapes. By entering into any such contract, \_GG shall not be deemed to be a purchaser of said grapes, and \_GG shall continue to be solely an agent of Grower.

**Quality Standards:**

Grapes marketed under this agreement must be in sound condition and fully mature upon delivery. Grapes delivered under this marketing agreement are subject to the maturity and defects standards as defined by the grape purchaser for the program for which the Grower's grapes are sold and destined. \_GG and Grower agree to communicate regarding such maturity and defects standards prior to delivery. Notwithstanding the above, MOG and reported defects may be deducted from gross weight in accordance with presence in load for all \_GG deliveries.

\_GG shall have no obligation to market any grapes that fall below any of the quality standards set forth above or those set forth by the grape purchaser of Grower's grapes, and Grower shall have the sole responsibility for making other sales arrangements with respect to said grapes. \_GG will not handle, pack or store any of Grower's grapes. Delivery schedules will be determined by \_GG, and all expenses associated with harvest and delivery shall be paid by Grower unless otherwise determined by \_GG.

**Delivery:**

All risk of loss with respect to Grower's grapes shall remain with Grower until delivery and acceptance of said grapes to the purchaser thereof, and \_GG shall have no responsibility with respect thereto nor at any time assume any risk of loss.

**Price and Payment Terms:**

\_GG shall remit to Grower (as applicable) the price (or prices) negotiated by \_GG to be received by Grower for Grower's grapes or the price to be received by all pool participants for the pool(s) into which \_GG placed Grower's grapes. Payment for grapes delivered shall be made after completion of deliveries, by variety, as follows: Ninety percent (90%) shall be paid within the latter of 45 days after the last delivery date of Grower's grapes by variety or upon the actual receipt of payment from the winery or other grape purchaser; and the final payment (assuming initial payment has been made), after applicable adjustments, shall be made no later than five (5) business days following February 10, 2007. All payments made to Grower shall be subject to a service fee charge of up to 2% and all applicable deductions for mandated state fees as well as maturity or defects deductions.

**Miscellaneous:**

This Agreement shall be supplemental to Grower's obligation existing under any other non-member, non-patronage grape marketing agreement or any membership agreement previously entered into by undersigned and \_GG. Except with respect to the foregoing, this Agreement is the entire understanding of the parties with respect to its subject matter and may not be amended or modified except in a writing executed by both parties.

Grower guarantees and warrants that any and all grape deliveries hereinafter made for the account of \_GG neither are, nor on the date of delivery shall be, adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and are not an article that may not, under the provisions of Section 301(d), 404, 405 or 505 of said Act, be introduced into interstate commerce. In addition, Grower hereby certifies that no illegal material has been or will be used, and no amounts applied in excess of stated limits for legal materials, on grapes herein identified.

Grower agrees to defend, indemnify, and hold \_GG harmless against any claim, loss, expense, or damage (including reasonable attorney's fees and costs) arising from or related to a breach by Grower of this Grape Marketing Agreement, or a breach by Grower of his/her obligations under the contract pursuant to which \_GG has sold Grower's grapes, including but not limited to Grower's failure or refusal to deliver the grapes to the buyer in accordance with the commitment made by \_GG on the Grower's behalf.

Grower hereby agrees that although \_GG may cooperate with and assist Grower in the resolution of a dispute with the buyer of Grower's grapes, \_GG is not responsible for the cost or expense of retaining legal counsel in connection with any such dispute.

Under penalties of perjury, the undersigned Grower certifies (1) that the number shown on this form is his/her correct taxpayer identification number or social security number and (2) that Grower is not subject to backup withholding either because he/she has not been notified that he/she is subject to backup withholding as a result of failure to report all interest and dividends, or the Internal Revenue Service has notified he/she that he/she is no longer subject to backup withholding.

Undersigned hereby represents and warrants that he/she is the sole owner in fee simple absolute of the property herein described (or if the owner is an entity, the Undersigned is authorized to sign documents encumbering the property and to consent to this marketing agreement on behalf of the owner).

This Agreement will not be binding upon \_GG until signed by appropriate representatives of the Association (President and Member of the Board). This Agreement will cease to be binding upon Grower if not signed by appropriate representatives of the Association within 30 days of the execution date of Grower.

**Dated:** \_\_\_\_\_

**Signatures:**

**Account Name:**  
\_\_\_\_\_

**Grower(s):**  
\_\_\_\_\_

**Payee Name (if different than account name):**

**Payee SS# or Taxpayer ID#:**  
\_\_\_\_\_

**Address:**  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Grape Growers:**

**E-mail:** \_\_\_\_\_

**President:**  
\_\_\_\_\_

**Contact:**  
**(Home:** \_\_\_\_\_ **(Cell):** \_\_\_\_\_  
**(Office):** \_\_\_\_\_ **(Fax):** \_\_\_\_\_

**Director:**  
\_\_\_\_\_

**Pesticide Permit #:** \_\_\_\_\_

**Marketing Agreement#:** \_\_\_\_\_

**Acceptance Date:** \_\_\_\_\_

**Allied District #:** \_\_\_\_