

200_ GRAPE PURCHASE AGREEMENT

_____ & WINERIES & _____
This 200_ Grape Purchased Agreement (hereinafter, "Agreement"), is made and entered into this ___ day of June, 200_ between _____ Winery and Vineyards, LLC a limited liability company (hereinafter "LLC"), and _____, a corporation (herein after Grower) and _____ (hereinafter "Parties") are entitles, duly organized, validly existing, and in good standing under the laws of the jurisdiction under which they are organized.

WITNESSETH:

- 1) The Nature of Agreement. _____ agrees to sell to _____ and agrees to purchase from _____ grapes in the quantity and manner described herein. Specific schedules for quantities, pricing and vineyard location are incorporated into this Agreement by way of attached Exhibits as follows:

EXHIBIT "A": Term and Quantity Schedule

- 2) Term of Agreement. The term of this Agreement shall be for the 200_ harvest. The quantity of grapes subject to this Agreement is described in Exhibit "A".
- 3) Responsibilities of the Parties. _____ shall be responsible and shall direct the operation of its labor and equipment at the vineyards in all respects and shall determine the method, means and manner of performance.
- 4) Pricing. The grape price per ton to be paid by _____ shall be _____ dollars (\$0,000.00) per ton on an F.O.B. winery basis.

LLC shall pay all taxes and assessments applicable to its owned property, _____ will arrange and pay for the own hauling to _____

- 5) Title Transfer. It is expressly agreed that upon acceptance of grapes by _____, title to such grapes shall immediately pass to _____. _____ represents that it has not sold or contracted to sell to any other party the grapes herein sold to _____, and that it will not cause nor permit any lien or encumbrances on or against said grapes except for the liens and encumbrances granted herein. _____ hereby grants _____ a security interest and any applicable statutory lien in any such grapes or resulting juice and wine until any amounts owed to _____ by _____ hereunder are paid in full.

- 6) Payment. For any amounts due _____ by _____, as a result of this Agreement or any other agreements between _____ and _____, such amounts shall be due and payable upon delivery of products or services as follows:

<u>Percent Due</u>	<u>Date Due</u>
100%	Thirty days from Delivery

In the event that _____ fails to pay any amounts for grapes delivered to and accepted by _____ according to the terms of this Agreement within fifteen (15) days of the scheduled date, _____ may elect to collect a Late Payment equal to one percent (1%) per month on the outstanding balance owed for each successive month of delinquency. Upon the failure of _____ to pay any delinquency in payment due _____ thereunder within ten (10) days after written notice by _____ specifying the nature and amount of such delinquency, _____ may, at its sole discretion, terminate this Agreement.

- 7) Warranty of Grapes Standards. Grower warrants that all grapes delivered under this Agreement shall have been produced from the variety and appellation, represented, free from commercial defects, in good merchantable condition, and said grapes shall be suitable for crushing, at the state of maturity _____ specifies in this Agreement; and shall fully comply with all Federal, State and Local laws and regulations, and at the time and at the point of delivery are not adulterated or misbranded under the meaning of the Federal Food, Drug, and Cosmetic Act, or regulations issued thereunder, and not an article which may not, under the provisions of Section 404 or Section 505 of this Act, be introduced into interstate commerce; and that there are not, in or on said grapes, pesticide residues prohibited by, or in excess of tolerances established by the Environmental Protection Agency or the Federal Food, Drug, and Cosmetic Act, or regulations issued thereunder.

_____ will by _____, send a copy of that year's State of Oklahoma Grower Pesticide Use Report and /or Pesticide Applicator Use Report for the vineyard(s).

- 8) Warranty of Grape Planting and Vineyard Modification. _____ Warrants that the vineyard shall be cultivated in accordance with good prevailing vineyard practices.
- 9) Inspection/Access. During the term of this Agreement, _____ representatives shall have the right to enter _____, during normal business hours upon notification of their arrival, for the purpose of inspecting, testing, or observing the harvest and delivery of any such contracted grapes.
- 10) Picking and Delivery. _____ shall test grapes for maturity and provide results of such tests to _____. _____ shall agree on a specific day for harvesting.

- 11) Failure to Perform Due to Certain Causes. In event either party is compelled to reduce or suspend its operations or cease performance of its obligations thereunder because of the passage hereafter of any laws or regulations, or because of any legal or administrative proceedings of any government or government agency, court or administrative agency order, strikes, boycotts, lockouts, other labor disturbances, interruption of power, _____ temporary or catastrophe, or crop failure or shortage as a result of uncontrollable actions of the elements, then the party so affected shall, while so affected, be relieved and extent thus prevented from performing its obligations thereunder. In such event, such party shall take all reasonable measures to remove the disability, if possible, and resume full performance thereunder at the earliest possible date.
- 12) Relationship of the Parties. It is understood, agreed, and intended by the parties that in performing this Agreement, the parties agree each separately and independently carrying out their respective business, that the Agreement does not and shall not create or constitute a partnership or joint venture between them, or a principal-agent relationship, and that each shall be as to each other an independent contractor and not an employer-employee. This Agreement shall at all times be read, interpreted and applied in accordance with that intent.
- 13) Amendment. Any changes to this Agreement that may be reasonably required to carry out the understanding and intent of the parties shall be promptly embodied in a supplement or amendment to this Agreement to be signed by both parties.
- 14) Notices. Any notices, which are required to be sent or permitted to be given to another party under this Agreement, shall be in writing and shall be sent by U.S. mail to the recipient party at the address shown below. Notices are effective upon receipt.

Buyer

Seller

- 15) Waivers. No failure or omission by either party to insist upon or enforce any of the terms hereof shall be deemed a waiver of such terms unless the same shall be in writing and signed by the waiving party. Waiver of the term or default at any time shall be deemed a waiver of any other term or default, or of the same term or default at another time.
- 16) No Assignment. This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, in whole or in part, by either of the parties, without the prior written consent of the other. Any purported assignment or transfer without such consent shall be null and void at the option of the non-assigning party. Notwithstanding the foregoing, _____ and/or _____ may assign and transfer this Agreement (without releasing the transferring party from its obligations thereunder, unless consented to by the releasing party) to any parent or subsidiary of a party to this Agreement which shall agree in writing to assume all of the obligations of such party. Either party may assign any rights to payment, which may accrue, to it thereunder to any bank or financial institution.

- 17) Time. Time is of the essence of this Agreement and each and every provision thereof.
- 18) Article Headings. The titles contained in article headings of this Agreement are merely for convenience and are not intended to give notice of all the manner in the articles following such titles. Said titles do not constitute any part of this Agreement and are not considered in its interpretation.
- 19) Severability of Agreement. If any part or parts of this Agreement are found to be illegal or unenforceable, the remainder shall be considered severable, shall remain in full force and effect, and shall be enforceable.
- 20) Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, and be subject to the laws of the State of _____.
- 21) Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding judicial arbitration in _____, _____ or in some other Oklahoma city agreed to by the parties before a single arbitrator in accordance with the provisions of the Oklahoma CCP 1141.10-1141.32 and Oklahoma Rules of Court 1600-1617.
- 22) Entire Agreement. This Agreement constitutes the complete agreement between the parties hereto with respect to the subject matter hereof, and no representations of understandings other than those herein expressed shall add to, vary or modify the Agreement between the parties with respect to the subject of this Agreement unless such addition, variance or modification is made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officer, have set their hands hereunto the day and your first herein above written.

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

This Agreement is not valid unless signed or countersigned by the _____ officer or duly authorized agent of _____ with all such signatures being executed within thirty (30) days of the date shown above.

Initials: _____
Date: _____

EXHIBIT "A"

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Term and Quantity Schedule

Quantities for the 200 harvest shall be as follows:

Variety and Sugar Level

Variety	Tons	Target Brix Range	Target Acid Range	Target pH Range
	Total Production	22.5 to 25.0	0.6-1.0	3.0-3.4

Date: _____

Initials: _____