

# ***SALES MEMO***

SM #: \_\_\_\_\_

DATE: \_\_\_/\_\_\_/200\_\_\_

GROWER (Seller)

WINERY (Buyer)

## COMMODITY AND DESCRIPTION

Grower agrees to sell and Buyer agrees to purchase the following \_\_\_\_\_

Wine grapes from the 200\_\_\_ harvest, from \_\_\_\_\_.

Varietal	Weight	Dollars/LB	Brix	PH	Acid
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TERMS: Net cash due sixty (60) days from final delivery.

SHIPMENT: Grower is to pick and deliver the grapes to \_\_\_\_\_

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Grower initials: \_\_\_\_\_

Winery initials: \_\_\_\_\_

REPRESENTATIONS: Grower warrants that all grapes delivered by Grower at his own expense shall be whole, sound, and mature grapes, free from commercial defects, in good merchantable condition; that the grapes fully comply with all applicable Federal and State laws and regulations; and that at the time and point of delivery the grapes are not adulterated or misbranded under the meaning of the Federal Food, Drug, and Cosmetic Act.

Grower guarantees that there are not, in or on said grapes, pesticide residues prohibited by the Environmental Protection Agency or the Federal Food, Drug and Cosmetic Act, or regulations issued thereunder. Grower is financially responsible for any pesticide/chemical residues above industry, state and federal standards.

DISPUTES: In the event of any dispute, claim or controversy regarding this contract, both parties agree to binding third-party arbitration. Grower shall not be relieved of its obligation to deliver all grapes covered by this Contract by reason of any dispute arising between Seller and Buyer. If any parts of this agreement are found to be illegal or unenforceable, the remainder shall be considered severable, and shall remain in full force and effect.

FORCE MAJEURE PROVISIONS: If the business of either party is interfered with for any reason beyond such party's reasonable control, and such interference materially prevents performance of this contract by such party, including, without being limited to; strikes, fire, flood, acts of God, breakdown, or laws, regulations, requirements, rulings or orders of any governmental agency or authority, either party may at its option cancel this agreement with respect to any portion of the grapes remaining undelivered for the notices shall relieve Buyer from all liability to pay for grapes remaining undelivered in such season, and shall release Grower from all Liability to deliver the same.

LEGAL COUNSEL: The parties are referred to their respective legal counsel to review and amend this agreement as necessary prior to signing.

Agreed to by:

Buyer

\_\_\_\_\_ Date

Seller

\_\_\_\_\_ Date

\_\_\_\_\_