

GRAPE PURCHASE AGREEMENT

THIS GRAPE PURCHASE AGREEMENT (“Agreement”) is made effective this _____ day of _____, 2007 by and between _____ (“Seller”) and _____ (“Purchaser”).

RECITALS

- A. Seller is the grower of wine grapes on Seller’s vineyard located at _____, _____.
- B. Seller wishes to sell, and Purchaser wishes to buy, certain of the grapes grown on Seller’s vineyard, for the terms and on the conditions set forth in this Agreement.

AGREEMENT

1. Sale and Purchase. Seller hereby agrees to sell, and Purchaser hereby agrees to buy, grapes from the Seller’s vineyard of the variety and in the quantity set forth below:

<u>VARIETY</u>	<u>BLOCK</u>	<u>ESTIMATED TONNAGE</u>
Sauvignon Blanc	5	Approximately 5 tons

2. Term. The term of this Agreement shall be for the harvest year 2007 and may be extended on the same terms and conditions for subsequent harvest years if the parties so agree in writing.

3. Price Payment. Purchaser shall pay to Seller for the grapes delivered hereunder a price of _____ per ton of _____ grapes. The price shall be payable to Seller by December 1st, 2007.

4. Delivery. Delivery of the grapes shall be made, unless the parties otherwise agree, at the certified scale located at _____, _____. Seller shall bear all cost and expenses to the point of delivery, including harvesting the grapes and transporting them to said point of delivery. Grapes will be inspected by Purchaser and weighed at the point of delivery, and title to the grapes shall pass to Purchaser at that point.

5. Vineyard Practices. Seller agrees to farm Seller’s vineyard and to cultivate, mature and harvest grapes on Seller’s vineyard in accordance with good vineyard farming practices prevailing to _____ County, _____.

6. Force Majeure. If either Seller or Purchaser is unable to carry on its normal operations or is compelled to reduce or suspend its operations because of forces beyond its immediate control, including but not by way of limitation, laws, regulations, court orders, labor disputes, breakdown of machinery, lack of transportation, interruption of power, fire, catastrophe, earthquake, war, civil commotion, quarantine, weather, drought, frost, and other action of the elements, crop failure or shortage, Act of God, or other matters beyond its immediate control, then the party so affected shall, while so affected, be relieved to the extent it is prevented from performing its obligations hereunder, but in such event, said party shall take reasonable measure to remove the disability and resume full performance at the earliest possible date.

7. Attorney’s Fees. Should any litigation be commenced between the parties to this Agreement concerning the purchase and sale of grapes or the rights or duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be provided by this Agreement, to a reasonable sum as and for attorney’s fees in such litigation, or in a separate action brought for that purpose.

8. Notice. Any notice, demand or other communication required to be given under the terms of this Agreement shall be given in writing and delivered to the other party by hand or by first-class, fully-prepaid certified or registered mail. Delivery shall be deemed made immediately upon hand delivery or five (5) days after deposit in the U.S. mail. Notice shall be given to the following addresses:

Seller:

Buyer:

Either party may from time to time change its address for the purposes of receipt of notice, by written notice of such change delivered as herein provided to the other party.

9. Assignment. Neither party may assign any portion of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

10. Entire Agreement. The Agreement constitutes the complete agreement between the parties hereto, and no representations or understandings other than those herein expressed shall add to, vary or modify the Agreement, unless such addition, variance, or modification is made in writing and signed by both parties.

11. Successors and Assignees. This Agreement shall, to the extent permitted hereunder, bind and inure to the benefit of the heirs, executors, administrators successors, affiliates and assignees of the parties.

12. Severance. Purchaser and Seller intend this Agreement to be valid and enforceable to the fullest extent possible. Therefore, every provision of this Agreement is intended to be severable, and if any provision or term is declared to be invalid or unenforceable for any reason, that provision or term shall be severed from this Agreement and the remaining provisions will be fully valid and enforceable in accordance with their terms.

13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written.

SELLER:

BUYER:

By: _____

By: _____