

Pine Canyon Growers LLC Grower Agreement

This Agreement is made by and between (the Grower) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and (Pine Canyon) Pine Canyon Growers LLC. The Grower and Pine Canyon agree as follows:

1. Delivery and handling – The Grower shall deliver his marketable fruit designated to Pine Canyon for processing. Pine Canyon will receive, store, sort, process, pack, market and ship the fruit on behalf of the Grower.
2. Ownership – Pine Canyon is not and shall not be deemed to have purchased the Grower’s fruit or to have guaranteed any minimum return to the Grower. The grower shall retain ownership and all title to the fruit, subject to any liens, until final sale and acceptance by a purchaser.
3. Terms of Agreement – This agreement shall remain in effect from year to year until terminated. Either the grower or Pine Canyon may terminate this Agreement for any crop year by giving the other party written notice before June 5 for Apples. All amounts the Grower may owe Pine Canyon will need to be paid before Grower can terminate Agreement.
4. Bins – Pine Canyon shall make bins available to the Grower for harvest. The Grower will pick up and return all bins to and from Pine Canyon, unless other arrangements have been made.
5. Grower Accounting – Pine Canyon shall maintain proper accounting for the Grower showing all credits and charges made to the Grower. The Grower authorizes Pine Canyon to deduct from his account charges that may include fruit hauling, storage, packing, sales commissions, brokerage fees, industry assessments or other expenses allowed by law. All charges shall be due from Grower to Pine Canyon when incurred. Pine Canyon shall post a copy of the current schedule of charges on the premises and make a copy available to the Grower upon request.
6. Pooling – Pine Canyon reserves the right to either pool; the Grower’s fruit or account to Grower on an individual account sales basis. Pine Canyon shall make the final determination in assigning fruit to the appropriate pool(s) and/or individual grower accounts.
7. Sales – Pine Canyon is authorized to sell the Grower’s fruit directly or through independent brokers, at times and in quantities as the market will accept and as Pine Canyon deems in the best interest of the Grower. The Grower recognizes and agrees that Pine Canyon may have to sell fruit even though the price is lower than desirable if the condition of the fruit becomes a factor. Pine Canyon makes no representation or warranty to the Grower concerning the gross and net price received for the Grower’s fruit which are due to prevailing market conditions beyond Pine Canyon’s control.
8. Discretionary Decisions – The Grower understands and agrees that all handling, grading, storage, packing, marketing and sales decisions regarding the fruit shall be made by Pine Canyon. Pine Canyon agrees to use its best judgment in making all such decisions, which shall be final and binding upon the Grower in all respects.
9. Payment – As fruit is sold, all funds received will be credited to appropriate pool account. Pine Canyon shall make advance payments periodically to the Grower (or other pool participants), prior to receipt of final payment for fruit sold from a pool based on its best estimate of final value less packing and industry charges.
10. Lien – The Grower warrants that they have a good marketable title to the fruit. Grower warrants that his fruit is not subject to any lien, security interest or encumbrance except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Grower shall hold Pine Canyon harmless from any and all liability to the Grower’s creditors, secured or unsecured, whether or not Pine Canyon has had notice of such liability. The Grower herby grants Pine Canyon lien and security interest in all fruit delivered to Pine Canyon and the proceeds thereof, as security for all obligations of the Grower to Pine Canyon.
11. Compliance – All orchards must be Global Gap Certified and submit a current certificate each year. All fruit delivered shall be in compliance with the Federal Food and Drug Act and other applicable federal and state laws and regulations. Grower agrees to provide Pine Canyon chemical applications used in growing the fruit upon request. Pine canyon shall have the right to reject non-conforming fruit.
12. Risk of Loss – The Grower shall bear all risks of loss or damage to his fruit until acceptance by a purchaser. Pine Canyon, however, maintains “All Risks” insurance which insures in pertinent part all property held by Pine Canyon on consignment against all risks of direct physical loss or damage which includes the Grower’s fruit. All insurance proceeds properly attributable to the Grower’s fruit on an insured loss will be credited to their account.
13. Unexpected Events – The Grower shall not be responsible for his obligations under this Agreement in the event of destruction of the fruit caused by flood, frost, hail, or other acts of nature beyond the Grower’s control. Pine Canyon shall not be responsible for the performance of its obligations under this agreement in the event of strikes, fire, embargoes, or other conditions or events beyond the control of Pine Canyon, which prevent its normal operations.
14. Miscellaneous – This Agreement shall be governed by the laws of the State of Washington, including the Commission Merchant Act. Jurisdiction for any action on this Agreement shall lie with the Superior court of Chelan County, State of Washington. In the event necessary for either or both party to employ an attorney to enforce covenant of this Agreement, the substantially prevailing party (in any action, not limited to court action) shall be entitled to recover all costs all expenses incurred in connection with such action, including actual attorney’s fees and expert witness fees, which sums shall be included in any judgment entered.

Pine Canyon reserves the right to use transportation, storage or packing facilities not owned by Pine Canyon when processing Grower’s fruit. The Grower is responsible for making all final horticultural decisions on growing, spraying and harvesting the crop. All advice provided by Pine Canyon’s field staff is advisory only.

In Summary – This signed Agreement constitutes the entire agreement between the Grower and Pine Canyon. This Agreement may be modified only by a written amendment signed by both parties. Past or future oral representations by either the Grower or Pine Canyon shall not change this Agreement.

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

Pine Canyon Growers LLC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_