

Grape Purchase Agreement

The following Grape Purchase Agreement is made and entered into between

_____ (the "Seller") and

_____ (the "Buyer") this _____ day of _____ (month), 20____.

- Seller: Must be legal owner or leasor of land defined in Section 2 below upon which the grapes are grown.

Agreement

1. The Buyer agrees to purchase and accept and the Seller agrees to sell and deliver wine grapes of the variety, in the quality, and for the price and payment terms set forth in this agreement.
2. Vineyard Location _____
Variety _____
Block(s) _____ (attach map)
Commingled Blocks _____
(group blocks that can be commingled during harvest using parenthesis around groups)
Estimated Tonnage _____
3. **Term:** The term of this Agreement shall extend through _____ day of _____ (month), _____ (year) unless extended by mutual written agreement.
4. **Price and payment:** Buyer shall pay Seller for the grapes described in Section 2 a price of _____ per ton. Payment should be made upon delivery to buyer's location defined in Section 5.
5. **Delivery:** Seller shall bear all costs and expenses to the point of delivery, including harvesting the grapes and transporting them to point of delivery. The grapes should be delivered in clean ____ ton food grade containers. The point of delivery is located at: _____. The Buyer requests that Seller get grapes weighed on certified scales before delivery and provide Buyer with certified weight tag(s). The Buyer should be notified ____ hours in advance of estimated delivery time that delivery will take place. The buyer will inspect grapes at point of delivery on a per container basis and ownership of grapes shall pass to Buyer if Buyer's inspection determines that the grapes comply with criteria set forth in this Agreement. If Buyer rejects grapes, then an inspector from the following qualified third party (_____) shall arbitrate a final resolution between Buyer and Seller based on his/her findings.

Since shipping costs are variable due to fuel costs in the Northwest, this Agreement is based on diesel fuel cost less than _\$4.00_ per gallon. If diesel costs are greater than this, then the Buyer agrees to pay the Seller a fuel surcharge of _\$1.25_ per mile for each fully loaded truck to and from the vineyard and the delivery location.

6. **Vineyard Practices:** Seller agrees to use standard vineyard practices for the _____ area while growing, cultivating, and harvesting Seller's vineyard described in Section 2 above. Seller should provide irrigation schedule and moisture data to Buyer when requested.

The following vineyard specifications are agreed upon:

	Standard (included in cost per ton)	Additional cost
Leaf Thinning		
Shoot Thinning		
Spur spacing		

7. **Harvest:** Buyer and Seller should cooperate to determine when to harvest the grapes defined in this Agreement. The Seller should use reasonable best efforts to work with Buyer to achieve Buyer’s quality standards before harvest. The harvest date shall be determined by the Buyer in consultation with the Seller and have a defined preferred priority for the order of harvesting the blocks defined in Section 2. The Buyer should provide not less than ____ hours of notice to the Seller when grapes are to be harvested. If the Seller can not harvest within the requested time by Buyer, then Seller and Buyer should negotiate a reasonable new harvest time. Either mechanical or hand picking can be used.
8. **Grape Quality:** The Buyer can make recommendations to the Seller for pruning, thinning, irrigation, cultivation, disease control, and pest management which may improve the quality of the grapes. The Buyer should have access to the Sellers vineyard where the grapes are located to evaluate grape quality during the term of this Agreement.

The following quality criteria are required for harvest. A random sample of ____ grapes from each Block should be taken for Brix, TA, and pH. Sour Rot should be a percentage of clusters. Typically, the Buyer would perform the sampling and measurement but may ask the Seller to provide this information at other intervals.

Block					
Brix					
pH					
Sour Rot %					
TA					
MOG %					
Green fruit %					

9. **Force Majeure:** If either the Seller or Buyer is unable to carry on normal operations or operations at a reduced level due to events or forces beyond their immediate control, then they shall, at their option, cancel the Agreement. “Forces beyond their control” may be defined as earthquake, catastrophe, drought, frost, and other extreme weather events which may create crop loss or failure. Other forces that may be beyond immediate control are laws, regulations, court orders, labor disputes, machinery breakdown, power interruption, fire, quarantine, civil unrest, lack of fuels. The affected party can take reasonable action to resume normal operations and choose not to cancel the Agreement, but if choosing to cancel the Agreement, then a written notice of cancelation should be sent to the other party via certified mail.
10. **Notices:** All notices or other communication required by terms of the Agreement between Buyer and Seller shall be in writing and be delivered in person or by registered mail.

Buyer: _____

Seller: _____

- 11. **Assignment:** Assignment of any portion of this agreement without prior consent of the other party is prohibited.

- 12. **Amendment or Modification:** This Agreement can be only amended or modified via the written agreement between the Buyer and Seller.

- 13. **Litigation Fees:** Should a dispute arise related to this Agreement, the parties agree to endeavor to settle the dispute without litigation. However, if the parties cannot settle the dispute through direct negotiations, and litigation is pursued, the prevailing party will be entitled to an award of reasonable attorneys fees and other costs incurred by reason of the action or arbitration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year appearing next to their signatures.

Seller: _____

Buyer: _____

By: _____

By: _____

Date: _____

Date: _____