

_____ GRAPE GROWERS
One (1) Year Non-Member, Non-Patronage
Grape Marketing Agreement

200X CROP YEAR ONLY

_____ Grape Growers (_GG) is a cooperative marketing association, incorporated and functioning under the laws of the State of _____. The undersigned "Grower" hereby retains _GG, and authorizes _GG to act as its exclusive agent, to market the herein described grapes on a participating non-member, non-patronage basis for the above indicated crop year. By appointing _GG as its exclusive agent, Grower agrees that _GG shall have the exclusive authority to market the grapes and that Grower will not sell or otherwise market them except through _GG. _GG is exclusively authorized to market (but shall not purchase or take title to) the following grapes as described below based upon (check one):

Set Tonnage or **Set Acreage and Estimated Tonnage:**

Acres:	Tons:	Variety(s):	Physical Location or Description	S, T, R:	APN#:
_____	_____	_____	_____	_____	_____

Exclusive Sales Authority; Authority to Enter Contracts; Adjustments:

Grower hereby acknowledges that _GG may, on behalf of Grower, (check one):

- (1) contract to sell Grower's grapes, specifically identified as such and subject to the specific terms of an underlying grape purchase agreement (copy of which to be provided to grower prior to delivery), to any winery or other grape purchaser.

Grower hereby acknowledges that if option one (1) is checked above, _GG is not guaranteeing that it will be able to find a winery or other grape purchaser for Grower's grapes. However, if _GG finds such buyer, _GG will sell Grower's grapes and guarantee Grower a minimum price based upon the underlying grape purchase agreement between _GG and a grape purchaser for Grower's grapes. In the absence of such underlying grape purchase agreement, _GG makes no specific representations or guarantees regarding the sale of, or sales price of, Grower's grapes.

- (2) pool Grower's grapes with grapes of like variety and quality grown by other _GG growers for which _GG is marketing grapes, and contract on behalf of Grower and such other growers to sell all such grapes to any winery or other grape purchaser.

If option two (2) is checked above, _GG does not guarantee to find a buyer for Grower's grapes, nor does _GG guarantee a minimum price level for Grower's grapes based on any underlying grape purchase agreements nor on any terms of any other agreement with other _GG Growers. _GG will determine in its sole discretion the price paid to Grower, or the price paid to the participants in the pool in which Grower's grapes are pooled, upon delivery and acceptance of Grower's grapes.

_GG agrees to exercise, in good faith, its best efforts to market Grower's grapes. Grower agrees that _GG, in its good faith discretion, shall have full control of the time when, the parties to whom, and the prices for which, _GG commits Grower's grapes to be sold.

_GG may without notice to Grower, when it deems necessary or reasonably appropriate, adjust the price or other terms on which any sale involving Grower's grapes has been arranged.

_GG is authorized by Grower, for administrative convenience and due to its name recognition with many wineries and other purchasers of grapes, to enter into contracts in its own name on behalf of Grower for the sale of Grower's grapes. By entering into any such contract, _GG shall not be deemed to be a purchaser of said grapes, and _GG shall continue to be solely an agent of Grower.

Quality Standards:

Grapes marketed under this agreement must be in sound condition and fully mature upon delivery. Grapes delivered under this marketing agreement are subject to the maturity and defects standards as defined by the grape purchaser for the program for which the Grower's grapes are sold and destined. _GG and Grower agree to communicate regarding such maturity and defects standards prior to delivery. Notwithstanding the above, MOG and reported defects may be deducted from gross weight in accordance with presence in load for all _GG deliveries.

_GG shall have no obligation to market any grapes that fall below any of the quality standards set forth above or those set forth by the grape purchaser of Grower's grapes, and Grower shall have the sole responsibility for making other sales arrangements with respect to said grapes. _GG will not handle, pack or store any of Grower's grapes. Delivery schedules will be determined by _GG, and all expenses associated with harvest and delivery shall be paid by Grower unless otherwise determined by _GG.

