



## GoldRiver Orchards Walnut Grower Contract

This contract is made for the Crop Year 2010-11 between GoldRiver Orchards, Inc. and <Insert Grower Name> at the following address: <Insert Address>. This contract is made based on grower's commitment to deliver walnuts to GoldRiver based on the following estimates:

Variety _____	Estimated Pounds _____
Variety _____	Estimated Pounds _____
Variety _____	Estimated Pounds _____
Variety _____	Estimated Pounds _____

### Payment Schedule

Approximately 25% during the first week of November, 2010

Approximately 50% during the last week of December, 2010

Approximately 15% during the first week of April, 2011

Balance (approximately) 10% on or about May 20, 2011

**General Provisions:**

1. This contract shall be in force for the period September 1, 2010 until August 31, 2011. Final price per pound paid to grower is determined based on average market prices during the crop year.
2. Seller certifies that walnuts are free of all liens and encumbrances.
3. This agreement is binding upon the heirs, successors, and assigns of both parties.
4. In the event of arbitration, litigation, or dispute concerning this agreement, the prevailing party shall be entitled to reimbursement of reasonable attorney fees paid by the party not prevailing.
5. **Grower expressly waives and releases any lien against the delivered crop to which Grower may be entitled under any law including but not limited to Sections 55631-55649 as well as terms of payment including but not limited to Sections 62801-62802 the Food and Agriculture Code of California.**
6. All walnuts shall be sampled by GoldRiver Orchards' grading staff as soon as possible after delivery. If Grower disputes results of the grade, Grower is entitled to re-grade at no additional cost to Grower. If the results of the re-grade favors the Grower, Grower will be entitled to the full benefit of the re-grade. If the results of the re-grade favors GoldRiver, the original grade and the re-grade will be averaged. Grades shall serve as the basis for payment to the Grower. Bonuses and deductions are described in GoldRiver's Grades & Standards Schedule.
7. Grower will be paid based on a group pooling and marketing plan in which the combined walnut product of all participating Growers will be marketed by GoldRiver Orchards, Inc. A base price will be established by GoldRiver Orchards at the end of the marketing season for each variety, net of handling, processing costs, and GoldRiver's profit margin. Payments to Grower will be made in accordance with the above section entitled "Payment Schedule".

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

GoldRiver Orchards, Inc: \_\_\_\_\_

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

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