



**NORTHWEST
HAZELNUT
COMPANY**

**HAZELNUT
CONTRACT**

Mailing Address:
PO Box 276
Hubbard, OR 97032
TEL 503-982-8030
FAX 503-982-8028

www.hazelnuts.com

Grower Name: _____ **Date:** _____

Contact Name (IF DIFFERENT): _____ **Phone** (DAY): _____

Mailing Address: _____ **Phone** (EVE): _____

City: _____ **State:** _____ **Zip:** _____

Email: _____

HGBA Member: Yes No

Orchard Location(s): _____

Orchard Name	Acreage	Variety	Year Planted

Please see below if more space is needed for additional orchard information.

Do Any of Your Orchards Require an Orchard Payment Split: Yes No

Check Payable To: _____

Minimum price paid and payment date will be per Northwest Hazelnut Company's published policy.

Hazelnuts Delivered To (Receiving Station(s)): _____

Northwest Hazelnut Company (hereafter referred to as Buyer) agrees to buy from Grower and Grower agrees to sell to Buyer the above described hazelnut production from the above property of Grower during the duration hereof. Buyer agrees to pay no less than the minimum price set forth. Grower assumes all risk of loss or damage to or deterioration of any hazelnuts occurring prior to final acceptance thereof by Buyer.

Buyer will pay to Grower for the hazelnuts delivered a price not less than the minimum price contracted for hereunder, under grade standards generally applied by the industry each year. Buyer agrees to pay to Grower such higher price as Buyer may post an offer to growers at large annually, but in no event shall the price paid to Grower be less than the minimum price contracted hereunder.

Grower warrants (except as noted) that he the sole owner of the above described hazelnuts free of encumbrances; that he has not previously contracted to sell or deliver any of said hazelnuts to any other person, that he shall not during the duration of this contract either encumber or contract for delivery to any other person the production above described; and that he shall deliver said hazelnuts to Buyer free of all encumbrances. Grower warrants that chemicals or fertilizer applied to acreage contracted herein have been registered for use on hazelnuts. Buyer will refuse to accept delivery of any lot known to have been treated with chemicals or fertilizer not registered for use on hazelnuts.

It is agreed that the buyer will incur basic costs in preparation for the processing of the acres contracted herein. Grower agrees that failure to deliver the acres contracted herein shall constitute a breach of contract and the buyer shall be entitled to a summary judgement to cover basic costs incurred. The parties agree that the basic costs are \$0.13/ payable lb., and an assumption of 2,300 payable lbs. / acre for all acres 6 or more years of age will be used for the summary judgement assessment.

It is agreed that in the event Grower is unable to deliver said hazelnuts to Buyer on account of destruction thereof by floods, weather conditions, or any unavoidable casualties, or inability to get supplies on account of such restrictions, strikes, fires or unavoidable casualties, then this contract shall be null and void upon written notice by either party to the other party of such inability to perform and the reasons therefore.

By: _____

Buyer: Northwest Hazelnut Company

Grower



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CHEMICAL PROGRAM CONTRACT

Will You Participate in the Chemical Program: Yes No

Please select which providers you will be using from our list of approved providers.

Select All That Apply:

- | | | | |
|------------------------------------|----------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Helena Ag | <input type="checkbox"/> Nutrien | <input type="checkbox"/> Pratum Co-op | <input type="checkbox"/> Valley Ag |
| <input type="checkbox"/> Marion Ag | <input type="checkbox"/> OVS | <input type="checkbox"/> Simplot | <input type="checkbox"/> Wilbur-Ellis |

CHEMICAL/FERTILIZER PROGRAM SECURITY AGREEMENT

Subject to the conditions set forth herein, Northwest Hazelnut Company ("NWH") agrees to advance the costs of chemicals and fertilizers as prepayment for the purchase of the Grower's hazelnut crop. Growers using the Chemical/Fertilizer Crop Prepayment Program agree that: (1) in consideration of Grower's execution of the Hazelnut Contract, Grower may, during the growing season, charge to NWH's account with suppliers designated by NWH the cost of chemicals and fertilizers obtained by Grower from such suppliers. Grower agrees that any chemicals or fertilizers charged to NWH's account shall be approved for use on and shall be used solely in the production of hazelnuts on the property described herein. Grower understands that NWH may instruct suppliers to require Grower to produce this agreement and proof of identity as a condition of such charges. The maximum allowable chemical and fertilizer payment in aggregate that NWH agrees to pay with the designated suppliers is \$500 per acre of hazelnuts Grower has contractually agreed to sell to NWH. Grower understands and agrees that when Grower delivers its hazelnut crop to NWH, the amount that NWH has prepaid Grower under the Chemical/Fertilizer Crop Prepayment program will be deducted from the amount otherwise owing to Grower for the delivery of Grower's crop 3). If Grower fails to deliver their hazelnut crop to NWH as agreed on or before October 31st, the non-delivery of the purchased product shall constitute a breach of contract. In the event of such breach, NWH shall attempt to resolve the breach with the Grower informally before resorting to legal action. In the event legal action is necessary to enforce this agreement or remedy a breach, the prevailing party shall be entitled to an award of their reasonable attorney fees and costs.

By: _____

Buyer: Northwest Hazelnut Company

_____ **Grower**



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ADDITIONAL ORCHARDS (IF NEEDED)

Orchard Name	Acreage	Variety	Year Planted



ORCHARD SPLIT INFORMATION

By completing this section, I understand that my orchards recorded below will be split with a third-party based on the percentage I assign. The third-party indicated will be paid directly by Northwest Hazelnut Company in accordance with the Company's published policy.

Split #1

Orchard Name

Third-Party Grower Name

% To Be Paid to Third-Party

Third-Party Mailing Address

Split #2

Orchard Name

Third-Party Grower Name

% To Be Paid to Third-Party

Third-Party Mailing Address

Split #3

Orchard Name

Third-Party Grower Name

% To Be Paid to Third-Party

Third-Party Mailing Address

Split #4

Orchard Name

Third-Party Grower Name

% To Be Paid to Third-Party

Third-Party Mailing Address

Split #5

Orchard Name

Third-Party Grower Name

% To Be Paid to Third-Party

Third-Party Mailing Address