

# WHOLESALE SUCCESS Appendix A: Example Grower Agreement

## 2010 Production and Marketing Agreement

Farm name here

This production and marketing agreement was agreed on between  (farmer name)  of  (farm name)  : and  (buyer name)  of  (buyer business name) .

### 1) **Commitment:**

(buyer business name)  agrees to purchase the commodities listed below; The 2008 Marketing Season document, at a price with the price ranges listed.  (buyer business name)  will purchase these agreed upon commodities for the 2008 growing season.

(buyer business name)  agrees that  (farm name)  is their main supply of these products during the marketing season.

Crop	Quantity	Quality	# of Weeks	Price per box
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### 2) **Standards:**

- (farm name)  agrees to maintain active organic certification on all items they sell to  (buyer business name) .
- (farm name)  agrees to pack in containers that are acceptable to the organic industry and  (buyer business name) . Containers will contain a farm label on it complete with a lot number.
- (farm name)  will deliver to  (buyer business name) , #1 quality.
- (farm name)  will not knowingly use genetically engineered organisms or food irradiation as part of their production or handling.
- (farm name)  will communicate via fax about projected availability 10 days in advance.

### 3) **Transportation:**

(farm name)  agrees to deliver to  (buyer business name)  on Tuesday, Thursday and Saturday by 7:00 A.M. If either party wishes to change delivery days or delivery times, that communication should occur with at least 1 day advance notice.

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## 4) Financial Considerations:

\_\_\_\_\_(buyer business name)\_\_\_\_\_ agrees to pay 10 days net from written invoices that are signed by \_\_\_\_\_(buyer business name)\_\_\_\_\_ produce department employees. All credit requests will be mutually agreed on. \_\_\_\_\_(farm name)\_\_\_\_\_ will provide a credit memo to verify all credits.

## 5) Acts of Nature

Both parties acknowledge that if \_\_\_\_\_(farm name)\_\_\_\_\_ ; due to production problem of drought, hail, or flood or other acts of nature, cannot fulfill this agreement, \_\_\_\_\_(farm name)\_\_\_\_\_ will notify \_\_\_\_\_(buyer business name)\_\_\_\_\_ about the problems and expected result. In this event, \_\_\_\_\_(buyer business name)\_\_\_\_\_ will release \_\_\_\_\_(farm name)\_\_\_\_\_ from any and all expectations to deliver product.

## 6) Marketing of Product

a. \_\_\_\_\_(farm name)\_\_\_\_\_ will provide \_\_\_\_\_(buyer business name)\_\_\_\_\_ with point of purchase materials, such as product stickers and shelf signs.

b. \_\_\_\_\_(farm name)\_\_\_\_\_ will provide 5 farm photos with their negatives (if requested) and will allow \_\_\_\_\_(buyer business name)\_\_\_\_\_ to reproduce, enlarge, and use as a consumer education project.

c. \_\_\_\_\_(farm name)\_\_\_\_\_ agrees to open their farm for a farm tour that would be set up by the \_\_\_\_\_(buyer business name)\_\_\_\_\_ produce manager. \_\_\_\_\_(farmers names)\_\_\_\_\_ will be available to give a farm tour to the registered participants. \_\_\_\_\_(farm name)\_\_\_\_\_ reserves the right to set terms and condition of the tour.

d. \_\_\_\_\_(buyer business name)\_\_\_\_\_ agrees to promote and work to develop brand name recognition of \_\_\_\_\_(farm name)\_\_\_\_\_ product.

## 7) Insurance

\_\_\_\_\_ (farm name) \_\_\_\_\_ agrees to carry general liability insurance coverage of \$1,000,000.

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farmer name, farm name, date

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buyer name, business name, date