

**THE OLIVE PRESS 2017
OLIVE OIL MILLING SERVICES AGREEMENT**

This Olive Oil Milling Services Agreement (the "Agreement") is made and entered into, on _____, (includes all custom milling appointments) by and between The Olive Press, LLC, a California, limited liability company, ("The Olive Press") and

("Customer").

The parties agree as follows:

1. Services

Subject to the terms of this Agreement, The Olive Press shall use its labor and equipment to mill Customer's Olives (the "Olives") and extract the Oil there from (the "Services"). The Services shall be performed after the Customer has delivered the Olives to The Olive Press' facility and The Olive Press has had an opportunity to inspect the Olives.

a. Delivery Procedures. Customer shall deliver Olives to The Olive Press, between **7:00 and 10:00 am** in ½ ton macro bins ONLY. Any other type of delivery container (fermenting bins, handmade wood boxes) will either incur an up-charge or be refused. A delivery receipt shall be completed, signed by authorized representatives of The Olive Press and Customer. The Olive Press shall establish the schedule by which custom crushing takes place. Customer shall not deliver Olives to The Olive Press for milling except on the date and time that has been previously agreed upon by the parties. The Olive Press shall begin processing Customer's Olives within 24 hours of their delivery and acceptance. The Olive Press makes no representation and gives no guarantee as to the numbers of gallons of oil to be obtained from each ton of fruit.

b. Customer agrees to pay The Olive Press for the Services at the rate stated in **Exhibit A (see page 3)**. An Olive pressing invoice will be issued at the time of removal with all charges detailed.

c. Payment is due in full at the time of the Oil removal by the Customer, by check or credit card.

2. Right of Refusal and Olive Fly. The Olive Press shall have the right to refuse to mill any Olives whose condition it deems, in its sole discretion, to be unsatisfactory due to the following defects:

Fruit that presents any type of fermentation or defect

Fruit harvested from the ground

Fruit infested with the larvae of the Olive Fruit Fly (no more than 10%)

Fruit with excessive debris, i.e. branches, leaves, stems

3. Removal. Customer shall pick up their Olive Oil and Olive Bins within 48 hours after completion of the Services, **(M-F after 3:00pm. Call in advance)** unless otherwise agreed upon in advance and in writing. The Olive Press is under no obligation to store the oil. If the Customer does not remove the oil and bins, Customer shall pay The Olive Press a storage cost of (\$50.00) per day (Exhibit A) until the Oil and Bins are removed. The Olive Press will provide containers and charge Customer for those containers. **The Olive Press will choose the appropriate type and size of container depending on availability and gallons produced, unless Customer requests a certain container before pressing.** (see schedule of the size and costs of the containers attached to this contract as Exhibit A).

4. Cancellation/Rescheduling. We understand that weather might prevent Customers from harvesting during rainstorms. In that case, we expect our Customers to communicate any and

all delays in the times and dates established to deliver Olives. We will try to accommodate you on a mutually agreed rescheduled date.

5. Risk of Loss. The parties agree that at all times the Customer shall bear the risk of any loss to the Olives or to any Oil that is extracted there from that is not the result of negligence on the part of The Olive Press. This clause applies to unexpected mechanical or electrical failures on the mill.

6. Modifications. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

7. Entire Agreement. Each Delivery Receipt and Olive pressing Invoice now or hereafter executed by the parties shall form part of this Agreement (whether or not physically attached hereto). Accordingly, the parties have executed this Agreement as of the date first set forth above.

Customer, Company Representative

The Olive Press

Signature

Signature

Printed Name

Printed Name

Date

Email ~ this is required!

FAX (PAGE 1&2) SIGNED CONTRACT TO # 707-939-1203, BEFORE YOUR PRESS DATE.

CONFIRM YOUR PRESS DATE & TIME and estimate of haul (tons) - if possible.

Please also indicate variety or (varieties) of olives - if possible. Thank you.

Container preference; 55 gal drum OR 5 gallon totes? (circle one)

Press Date _____ A.M. Delivery _____ tons? _____

Press Date _____ A.M. Delivery _____ tons? _____

Press Date _____ A.M. Delivery _____ tons? _____

DO NOT RETURN PAGE 3

PLEASE RETAIN THIS PAGE FOR YOUR REFERENCE

Exhibit A to Olive Oil Milling Services Agreement

OLIVE OIL MILLING SERVICES AND EQUIPMENT FEE SCHEDULE

Milling Charges:

- Minimum milling weight; 800 lbs.: IF this minimum is not met – a surcharge in the amount of \$150.00 will be added.
- Minimum milling charge; \$475.00/ton. (Certified Organic minimum milling; \$500.00/ton)
- Fee for pairing milling partners and separating group oil(s); \$150.00 per group
- Waste Disposal fee; \$50/ton

Equipment

- 55 gallon (open-head) food-grade plastic drum: \$80.00
- 5 gallon food-grade plastic container: \$15.00
- 1 gallon food-grade plastic container: \$ 3.50

Oil & Bin Storage Charges

- After 48 hours: \$50/day unless agreed upon in writing.