

THE OLIVE PRESS
2018 OLIVE OIL MILLING SERVICES AGREEMENT

This Agreement ("Agreement") is entered into on _____ (date of Agreement). This Agreement applies to all custom milling appointments 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 the Customer's Olives ("Olives") and extract the Olive Oil ("Oil") therefrom ("Services"). The Services shall be performed after the Customer has delivered the Olives to The Olive Press's facility, and The Olive Press has had an opportunity to inspect the Olives.

- a. **Delivery Procedures.** The Customer shall deliver the Olives to The Olive Press between **7:00 a.m. and 10:00 a.m.** in ½-ton macro bins only. Any other type of delivery container (fermenting bins, wood boxes) will either incur an additional charge or be refused. Upon delivery, The Olive Press shall weigh the Olives and provide a delivery receipt to the Customer that shall be signed by an authorized representative of The Olive Press and the Customer.
- b. **Schedule.** The Olive Press shall establish the schedule by which custom milling takes place. The Customer shall not deliver the Olives to The Olive Press for milling except on the date and time that has been previously agreed upon by The Olive Press and the Customer.
- c. **Processing.** The Olive Press shall begin processing the Customer's Olives within 24 hours of delivery and acceptance. The Olive Press makes no representation and gives no guarantee as to the number of gallons of Oil that will be processed from each ton of fruit.
- d. **Payment.** The Customer shall pay The Olive Press for the Services at the rate stated in Attachment A to this Agreement, Olive Oil Milling Services and Equipment Fee Schedule. An invoice, with all charges detailed, will be issued by The Olive Press at the time the customer picks up the Oil ("Pickup"). At the time of Pickup, payment is due in full by credit card or by check made payable to the Olive Press, LLC.

2. Right of Refusal and the 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 for any reason, inclusive of 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, or stems

3. Pickup

- a. **Pickup Schedule.** The Customer shall call in advance to schedule pickup of the Oil. The Customer shall pick up their Oil and bins within 48 hours after completion of the Services, unless otherwise agreed upon in advance and in writing. The Olive Press is under no obligation to store the Customer's Oil. If the Customer does not pick up the Oil and bins within 48 hours, the Customer shall pay The Olive Press a storage cost of \$50.00 per day until the Oil and bins are picked up. See Attachment A.

Customer's Initials Required _____

- b. **Containers.** The Olive Press will provide containers and charge the Customer for those containers. The Olive Press will choose the appropriate type and size of container depending on availability and gallons produced, unless the Customer requests a certain container before pressing. See Attachment A for sizes and costs of the containers.

4. Cancellation and Rescheduling

The Olive Press understands that weather conditions may prevent the Customer from harvesting the Olives. In that case, The Olive Press expects the Customer to communicate any and all delays prior to the times and dates established to deliver the Olives. The Olive Press will attempt to accommodate the Customer on a mutually agreed upon rescheduled delivery date.

5. Risk of Loss

The Olive Press and the Customer agree that at all times the Customer shall bear the risk of any loss to the Olives or to any Oil that is extracted therefrom that is not the result of negligence on the part of The Olive Press. The Olive Press shall not be held liable for any loss resulting from any unexpected mechanical or electrical failures of the mill.

6. Modifications

Any modifications to this Agreement will be effective only if the modification(s) are in writing and signed by both parties.

7. Entire Agreement

Each delivery receipt and Olive Press 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 set forth above.

Customer, Company Representative

The Olive Press, LLC

Signature

Signature

Printed Name

Teresa Hernando
Printed Name

Address

Phone

Email Address (Required)

Container preference - please check one: 55 gallon drum 30 gallon drum
 5 gallon tote 1 gallon tote

Confirm press date, time of delivery, and haul-in tons. Please also indicate the varieties of olives, if possible.

Press Date: _____ A.M Delivery: _____ Tons: _____

Press Date: _____ A.M Delivery: _____ Tons: _____

Press Date: _____ A.M Delivery: _____ Tons: _____

Varieties of Olives: _____

Please return completed pages 1 and 2 of this Agreement to either Teresa Hernando at thernando@theolivepress.com or by fax (707-931-7121).

ATTACHMENT A

FEE SCHEDULE FOR OLIVE MILLING SERVICES AND EQUIPMENT FEES

Milling Charges:

- Minimum milling charge\$500.00 per ton
- Certified Organic minimum milling charge\$550.00 per ton
- Minimum milling weight 800 lbs.
- Fee for pairing milling partners and separating oil (per group)..... \$150.00
- Waste disposal fee\$65 per ton

Equipment:

- 55 gallon (open-head) food-grade plastic drum \$90.00
- 30 gallon food-grade plastic drum \$70.00
- 5 gallon food-grade plastic container \$25.00
- 1 gallon food-grade plastic container \$3.50

Oil and Bin Storage Charges:

- After 48 hours \$50 per day
(Unless agreed upon in writing)