

OLIVE OIL MILLING SERVICES AGREEMENT

THIS OLIVE OIL MILLING SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, by and between Olivina, LLC, a California limited liability company ("Olivina"), and _____ ("Customer").

- A. Olivina is engaged in the business of milling olives to extract olive oil;
- B. Customer desires to contract with Olivina for Olive Oil milling services and Olivina is willing to provide such services to Customer upon the terms and conditions here set forth.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Services.

(a) Definition. Subject to the terms of this Agreement, Olivina 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 Olivina's facilities and Olivina has had an opportunity to inspect the Olives. At the time of delivery, Customer shall deliver to Olivina the container(s) to be used by Olivina for storage of Customer's Oil until Customer removes the Oil from Olivina's facilities. **Containers will be filled in the condition in which they are given to Olivina; Olivina will not be responsible for cleaning Customer's containers.** All bins, boxes, containers and other personal property of Customer must be clearly marked with Customer's name. Customer agrees to pay Olivina \$25.00 per day per item (bin, box, container, etc.) not removed at the time the Customer picks up their Oil. Further, Customer authorizes Olivina to dispose of any Customer personal property left at Olivina more than 7 days after Customer picks up their Oil.

(b) Delivery Mechanics and Procedures. Olives shall be delivered to Olivina by Customer. Olives shall be weighed and a delivery receipt substantially in the form of Exhibit A hereto shall be completed, signed by authorized representatives of Olivina and Customer, and a copy thereof shall be attached to this Agreement. Olivina shall establish the schedule by which custom milling takes place. Olivina shall begin processing customer's Olives within 24 hours of their delivery and acceptance **provided that the weight of fruit delivered by Customer does not exceed the estimated weight by more than 20%. Customer shall not deliver Olives to Olivina for milling except on a date and time that has been previously agreed upon by the parties. If customer fails to deliver fruit at the pre-arranged day and time, initiation of milling within 24 hours cannot be guaranteed.** Olivina makes no representation and gives no guaranty as to the number of gallons of oil to be obtained from each ton of fruit.

(c) Price. Customer agrees to pay Olivina for the Services at the rate stated on the Delivery Receipt. In addition, a flat rate set up/washdown fee of \$500.00 shall be charged. This fee will be waived **during the Olivina harvest** under the following

circumstances: 1) for customers with certified organic fruit (documentation required, see item 3 below), or; 2) when processing of customer's non-organic fruit follows immediately upon completion of an Olivina crush cycle.

(d) Payment. Olivina will invoice customer in accordance with agreed charges as per Exhibit B. Payment is due within 10 days of invoice receipt.

2. Olive Fly. The Olive Fly is present in all Olive growing regions of California. All Olivina customers are encouraged to contact their County Ag Commissioner to initiate appropriate monitoring and control procedures in their orchards. ***All fruit must be properly covered in transit to the Mill. Fruit that is not covered with tarps or other appropriate covering will not be accepted for milling at Olivina.***

3. Right of Refusal. Notwithstanding any other provision of this Agreement to the contrary, Olivina shall have the right to refuse to process any Olives whose condition it deems, in its sole discretion, to be unsatisfactory. In the event that Olivina makes such a determination, it shall promptly notify Customer and Customer shall promptly remove its olives, bins, boxes, containers, etc. from Olivina's premises and neither party shall have any further obligation to the other hereunder.

4. Organic Certification. Currently such certification is not available at Olivina and Customer acknowledges such.

5. Storage and Removal. ***Customer shall remove the oil extracted from their olives within twenty-four hours of completion of the Services.*** The parties agree that in the event that Customer does not remove their Oil within such period, **Customer shall pay Olivina a storage fee of two hundred dollars (\$200) per day**, until the oil is removed. In the event that Customer fails to provide containers of sufficient volume to contain their oil, Olivina will provide containers and charge Customer for those containers. If necessary, Olivina may, at its sole discretion, place Customer's oil in Olivina storage tanks and charge Customer a racking fee of \$300 for subsequent transfer of oil to Customer's containers.

6. Racking and Handling. Olivina shall provide one post-extraction racking to Customer by special arrangement only. Use of Olivina storage tanks for racking of Customer's oil is limited by availability of tank space.

7. 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 therefrom that is not the result of negligence on the part of Olivina.

8. Performance of the Services. Olivina hereby represents and warrants to the Customer that it shall perform the Services in a workmanlike manner, in compliance with normal industry standards for such Services.

9. Force Majeure. No party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results from an event arising beyond the reasonable control of such party or its contractors, subcontractors or agents that delays or prevents the

performance of any obligation under this Agreement, such as, without limitation, acts of Nature, labor disputes, strikes, vandalism, fires, floods or weather conditions.

10. Governing Law, Consent to Jurisdiction, Venue. This Agreement is made and entered into in California and shall be governed by, and construed in accordance with California law. Each party hereby expressly consents to the jurisdiction and venue of the Superior Court for the County of Alameda for purposes of any legal or equitable action or proceeding arising out of this Agreement.

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

12. No Right to Use Olivina Name. Customer acknowledges that it has no right to use, and agrees that it will not use, the Olivina name, unless such right has been expressly granted in writing by Charles Crohare or his designated representative.

13. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for any other times.

14. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being invalidated in any way.

15. Attorneys' Fees. In the event that any legal proceedings are initiated to interpret or enforce this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees, costs, and expenses incurred in addition to other remedies awarded by the court.

16. Headings. The headings appearing at the beginning of the several paragraphs contained herein have been inserted for identification and reference purposes and shall not themselves determine construction or interpretation of this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

18. Entire Agreement. Each Delivery Receipt now or hereafter executed by the parties shall form part of this Agreement (whether or not physically attached hereto). This Agreement (including each Delivery Receipt) sets forth the entire agreement and understanding between the parties regarding all matters covered herein. All prior oral written agreements, discussions, understandings, commitments and/or practices of any and every nature between Olivina and Customer about the subject matter of this Agreement are superseded by this Agreement.

ACCORDINGLY, the parties have executed this Agreement as of the date first set forth above.

CUSTOMER:

Company

Signature

Printed Name

Title

Date

Olivina:

**OLIVINA, LLC,
a California limited
liability company**

Signature

Charles Crohare

Managing Member

Date

Please complete this form and return by e-mail or fax to Charles Crohare to Charles@TheOlivina.com or 925-447-2945 prior to milling date.

CONTACT INFORMATION

Company Name: _____

Contact Person: _____

Phone Number: work: _____

Cell: _____

E-mail Address: _____

Fax Number: _____

Billing Address: _____

Physical Address:
(Orchard site) _____

County: _____

Olive Varietals: _____

Estimated crop _____

Disc Crusher Hammer Crusher

**Please complete this form and return by e-mail or fax to Charles Crohare to
Charles@TheOlivina.com or 925-447-2945.**

Olivina, LLC 2011 Olive Oil Mill Schedule and Fees

Milling Days

Olivina Milling facility will open for custom milling beginning November 1st.

Calling to schedule your milling day as early as you can will help ensure that you get the day you prefer. *Scheduling may change due to inclement weather, therefore be sure to confirm your milling time with us prior to harvest and delivery of your fruit.*

*Prior to, and following, the Olivina harvest, customer's fruit **must** be delivered dependant on scheduling consecutively with other customers.*

*During the Olivina harvest, fruit will be accepted no later than 6:00 p.m. **for milling the following day.***

Milling will **begin** within *24 hours of receipt of fruit. If customer fails to deliver fruit at the pre-arranged day and time, or if the weight of olives delivered exceeds by more than 20% the weight estimated by customer, initiation of milling within 24 hours cannot be guaranteed.*

Mill

Price per ton: \$450.00

Minimum Charge \$450.00

**EXHIBIT A TO
OLIVE OIL MILLING SERVICES AGREEMENT**

Delivery Receipt

Customer: _____

Customer's crop
estimation _____

Date of Delivery: _____ Number of Bins: _____

Time of Delivery: _____ Gross Weight: _____

Oil Containers:
Customer's own _____

Olivina purchased _____

Fruit Condition: Acceptable Unacceptable

Variety/color _____

Milling fees: **Mill Fee \$450/T** **Container \$20-100**
(one ton minimum) **Startup/Washdown \$500**

Signatures:
For Customer

For Olivina, LLC

Signature

Signature

Date

Date

**EXHIBIT B TO
OLIVE OIL MILLING SERVICES AGREEMENT
Milling Receipt**

Customer Name _____

Number of bins: _____ Gross weight: _____

Total bin weight _____ Net weight of fruit _____

Date of milling initiation _____ Date of completion _____

Time of milling initiation _____ Time of Completion _____

Oil volume: _____ Date/time of pickup: _____

Fees:

_____ tons @ \$ _____ /ton Milling: = \$ _____

Startup/Washdown: = \$ _____

Storage: = \$ _____

Racking: = \$ _____

of 1 Gal Containers: _____ @ \$ _____ ea = \$ _____

of 5 Gal Containers: _____ @ \$ _____ ea = \$ _____

of 30 Gal Containers: _____ @ \$ _____ ea = \$ _____

of 55 Gal Containers: _____ @ \$ _____ ea = \$ _____

Tax on Containers _____ (Ttl for containers) X 0.0775 = \$ _____

Total Due \$ _____

Signatures:

Customer _____ Date _____

For Olivina, LLC _____ Date _____

