



WILLAMETTE
HAZELNUT

HAZELNUT GROWER AGREEMENT

Mailing address:
14975 NE Tangen Rd
Newberg, Oregon, 97132
TEL (503) 538 9256
FAX (888) 769 8874
www.whazelnut.com

Grower Name: _____

Crop Year: _____

Contact Name: (If different) _____

Date: _____

Mailing Address: _____

Phone: (Day) _____

City: _____ State: _____ Zip: _____

Email Address: _____ HGBA Member: Yes No

Orchard Location(s): _____

Orchard Name	Acreage	Variety	Planting Year

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 Willamette Hazelnut Inc. Company's published policy.

Hazelnuts Received At: _____

Willamette Hazelnut, Inc. (hereafter referred to as Buyer) agrees to buy from Grower and Grower agrees to sell to Buyer the Hazelnut crop (from the described above properties) for the duration hereof. Payment will be made in accordance to the most recent version of the Hazelnut Growers Bargaining Association and Member-Growers' Contract with Buyer. Grower assumes all risks of loss, damage, or deterioration of any Hazelnuts occurring prior to final acceptance thereof by Buyer. Grower warrants that Grower is the sole owner of the above described hazelnut crop free of encumbrances; that Grower has not previously contracted to sell or deliver any of said hazelnuts to any other person, that Grower shall not during the durations of this contract either encumber or contract for delivery to any other person the production above described; and that Grower shall deliver said Hazelnuts to Buyer free of all encumbrances. Grower warrants and represents that chemicals and fertilizer applied to acreage contracted herein, have been registered for use on Hazelnuts, and that Good Agricultural Practices (GAP) will be followed in all phases of production and harvesting of Hazelnuts delivered to Buyer. Buyer will refuse to accept delivery of any Lot known to have been treated with chemicals or fertilizer not registered for use on hazelnuts or otherwise not produced and harvested in accordance with GAP. If Grower elects not to participate in Buyer's Cash Advance Payment Program, it is agreed that in the event Grower is unable to deliver said Hazelnuts to Buyer, on account of destruction by floods, weather conditions, or any unavoidable casualties, or in the event that Buyer shall be unable to process, handle, or ship said Hazelnuts on account of quarantine or other governmental restrictions, railroad or labor strikes, fire or other 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 or such inability to perform and the reason therefore.

By: _____
Buyer: Willamette Hazelnut Inc. Grower



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CASH ADVANCE PROGRAM

Willamette Hazelnut, Inc. (Buyer) conducts a voluntary **Cash Advance Program** for its grower suppliers. If **Grower** commits to deliver bearing acres (defined as fourth leaf trees or older), Buyer will advance \$300 per acre to Grower upon the execution of this Agreement. Grower understands and agrees that upon delivery of the hazelnut crop to Buyer, the total amount advanced by Buyer to Grower will be deducted from the first payment to Grower. If Grower fails to deliver their hazelnut crop to Buyer on or before October 31st, such non-delivery shall constitute a breach of contract. Buyer will make reasonable efforts to resolve the matter informally before pursuing legal action. In the event legal proceedings are required to enforce this agreement or remedy a breach, the prevailing party shall be entitled to recover reasonable attorney's fees and associated costs.

Will You Participate in the Cash Advance Program?:

Yes

No

By:

Buyer: Willamette Hazelnut Inc.

Grower



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ADDITIONAL ORCHARDS (IF NEEDED)

Orchard Name	Acreage	Variety	Planting Year



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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 Willamette Hazelnut Inc. 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 _____