



18400 Enterprise Road, Escalon, CA 95320 209-838-2000

Walnut Grower Contract

This Contract is made for the crop year 2015 by and between GoldRiver Orchards, Inc. ("GoldRiver") and

("Grower"). Grower commits to deliver to GoldRiver the following estimated quantities of walnuts:

Variety _____ Pounds _____

Variety _____ Pounds _____

Variety _____ Pounds _____

Payment Schedule (approximate):

25% during the first week of November, 2015 on all deliveries made by then

35% during the last week of December, 2015

30% during the first week of April, 2016

Balance (10%) during the second week of July, 2016

General Provisions

1. This contract shall be in force for the period September 1, 2015 until August 31, 2016. Final price per pound paid to Grower is determined based on average market prices during the crop year.
2. Grower certifies that walnuts are free of all liens and encumbrances.
3. This Contract is binding upon the heirs, successors, and assigns of both parties.
4. In the event of arbitration, litigation, or dispute concerning this Contract, the prevailing party shall be entitled to reimbursement of reasonable attorney fees paid by the party not prevailing.
5. Grower expressly waives and releases any lien against the delivered crop to which Grower may be entitled under any law including but not limited to Sections 55631-55649 as well as terms of payment including but not limited to Sections 62801-62802 of the Food and Agriculture Code of California.
6. All walnuts shall be sampled by DFA graders as soon as possible after delivery. If Grower disputes results of the grade, Grower is entitled to re-grade at no additional cost to Grower. If the results of the re-grade favors the Grower, Grower will be entitled to the full benefit of the re-grade. If the results of the re-grade favors GoldRiver, the original grade and the re-grade will be averaged. Grades shall serve as the basis for payment to the Grower. Bonuses and deductions are described in GoldRiver's Grades & Standards Schedule.
7. Grower will be paid based on a group pooling and marketing plan in which the combined walnut product of all participating growers will be marketed by GoldRiver. A base price will be established by GoldRiver at the end of the marketing season for each variety, net of handling, processing costs, and GoldRiver's profit margin. Payments to Grower will be made in accordance with the above section entitled "Payment Schedule".

This Contract is agreed to by:

Grower: _____ GoldRiver Orchards, Inc.: _____

Date: _____

Date: _____