

McEvoy Ranch 2011 Custom Milling Services Customer Information Form

Select option:

_____ Request for mid-volume (approx.401–2,000 lbs.) Custom Milling Days (select one):
_____ Monday, 11/7 _____ Wednesday, 11/16 _____ Monday, 11/21
_____ Wednesday, 11/30 _____ Monday, 12/5 _____ Wednesday, 12/14

Fruit must be delivered to McEvoy by 6 PM the night before or by 7 AM of your scheduled date.

_____ Request for high-volume Custom Private Milling (must have 2,000+ lbs.) By appointment only.
If there is any doubt you'll meet the 2,000 lb. minimum, please choose a mid-volume date above.
Date/range preferred _____

Company Name: _____

Contact Person: _____

Main ph#: _____ Alt. ph#: _____

Email: _____

Billing Address: _____ Physical Address (orchard site): _____

Payment: _____ Check (due at oil pick up) _____ Credit Card (complete authorization form)

Estimated weight of crop: _____

Requested milling type: _____ Stone Mill _____ Blade Mill

Requesting organic milling: _____ YES* _____ NO

*If YES, please submit proof of organic certification with your completed contract.
(Note: "Registered" organic cannot be milled as organic. See Item 4 in contract.)

Upon receipt of your completed forms, we will contact you to confirm your milling date and details.

HOW TO SUBMIT MILLING REQUEST

- 1) Complete Customer Information Form
- 2) Complete Credit Card Authorization form (if applicable)
- 3) Sign contract (electronic signature accepted)
- 4) Include organic certification (if applicable)
- 5) Email submission: save document on home/work computer as "Company/Last name – milling contract" and email as an attachment.

Email completed forms to shari@mcevoyranch.com

or fax to 707-778-0128 (email preferred)

CUSTOM MILLING CREDIT CARD AUTHORIZATION

Company Name: _____

Contact Person: _____

Phone Number: _____

Having contracted with McEvoy of Marin LLC for services, I hereby authorize McEvoy of Marin LLC to charge my credit card according to the following schedule of fees:

- Milling:
 - Blade Mill - \$400 per ton with a \$400 minimum charge, or
 - Stone Mill - \$450 per ton with a \$450 minimum charge
- Startup/wash-down fees (if necessary) of \$500
- Storage fee (if necessary) of \$200 per day
- Abandoned item removal fee of \$25 (if necessary) per item per day up to seven days
- Containers as necessary:
 - 1 Gallon @ \$2.00 each plus tax
 - 5 Gallon @ \$8.50 each plus tax
 - 30 Gallon @ \$70.00 each plus tax
 - 55 Gallon @ \$90.00 each plus tax

Credit card number

Expiration date

Authorized signature

NOTE: If you prefer, you can call McEvoy Ranch's main office after emailing or faxing your completed contract to verbally give your credit card number. We must have your credit card number on file to proceed with your milling. McEvoy Ranch main phone number: 707-778-2307.

_____ I will call to give my credit card number over the phone.

(We will not contact you to confirm or schedule a milling date/time until we have your completed credit card information on file. Please call same day as contract returned.)

McEvoy Ranch 2011 Custom Olive Milling Services IMPORTANT NOTICE

Please read contract thoroughly, as all items will be strictly enforced. We would like to bring the following to your attention prior to this year's harvest:

Olive Fly and Light Brown Apple Moth The Olive Fly is present in all olive growing regions of California. The Light Brown Apple Moth (LBAM) is also present in many olive growing regions of the state. All growers transporting fruit are required to contact their County Agricultural Commissioner to initiate appropriate monitoring and control procedures in their orchards for both of these species. To comply with 2011 USDA-APHIS requirements, ***all fruit must be covered in transit to McEvoy Ranch. Fruit that is not covered with tarps or other appropriate covering cannot be accepted for milling.***

Oil Containers

Please remember to bring your ***clean, dry and odor-free*** oil containers with you at the time of delivery of your fruit. Your containers will be filled in the condition in which they arrive at the mill. We cannot be responsible for cleaning your containers, and the quality of your oil ***will be compromised*** if containers are not ***clean, dry and odor-free***. Please take the time to clean, dry ***and label*** your containers before delivery to McEvoy Ranch!

Please note: McEvoy Ranch is able to provide new, plastic containers for purchase for the purpose of transporting your oil from the mill to your storage facility. However, please note that plastic has been shown to react with olive oil during storage. We strongly recommend transfer of your oil to stainless steel or glass as soon as possible after milling. Better yet, consider purchasing permanent, stainless steel containers (fustis, fustos, drums, etc.) for your oil, rather than relying on plastic for either transport or storage.

Organic Certification.

1) To protect the integrity of our Organic milling process, customers requesting Organic processing must provide proof of ***current*** Organic Certification of their olives prior to delivery to McEvoy Ranch. State Registered Organic olives ***cannot*** be milled as organic fruit due to National Organic Program regulations regarding registered versus certified operations. ***Organic olives that are delivered without proof of Organic certification will be handled as conventionally grown olives and the oil may not be eligible for sale as Certified Organic olive oil.***

2) Organic Purge: To protect the integrity of your organic oil, organic milling following a non-organic customer entails diversion of approximately 2 gallons of oil to "non-organic" status as part of the pre-organic cleaning process. We will make every effort NOT to schedule organic customers following non-organic customers, however, when necessary, we will carry out a purge involving approximately 2 gallons of the organic customer's oil. That oil will be placed in separate gallon containers, labeled "pre organic purge" and CANNOT be labeled or marketed as organic olive oil.

**MCEVOY RANCH
OLIVE OIL MILLING SERVICES AGREEMENT 2011**

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

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

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

McEvoy Ranch 2011 Olive Oil Mill Schedule of Fees

- Milling:
 - Blade Mill - \$400 per ton with a \$400 minimum charge, or
 - Stone Mill - \$450 per ton with a \$450 minimum charge
- Startup/wash-down fees (if necessary) of \$500
- Storage fee (if necessary) of \$200 per day
- Abandoned item removal fee of \$25 (if necessary) per item per day up to seven days
- Containers as necessary:
 - 1 Gallon @ \$2.00 each plus tax
 - 5 Gallon @ \$8.50 each plus tax
 - 30 Gallon @ \$70.00 each plus tax
 - 55 Gallon @ \$90.00 each plus tax

1. Services.

(a) Definition. Subject to the terms of this Agreement, McEvoy shall use its labor and equipment to mill Customer's Olives (the "Olives") and extract the Oil therefrom (the "Services"). The Services shall be performed after the Customer has delivered the Olives to McEvoy's facilities and McEvoy has had an opportunity to inspect the Olives. At the time of delivery of Olives, Customer shall also deliver to McEvoy the container(s) to be used by McEvoy for storage of Customer's Oil until Customer removes the Oil from McEvoy's facilities. ***Containers will be filled in the condition in which they are given to McEvoy; McEvoy 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 McEvoy \$25.00 per day per item (bin, box, container, etc.) not removed at the time the Customer picks up their Oil. Further, Customer authorizes McEvoy to dispose of any Customer personal property left at McEvoy Ranch more than 7 days after Customer picks up their Oil.

(b) Delivery Mechanics and Procedures. Olives shall be delivered to McEvoy 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 McEvoy and Customer, and a copy thereof shall be attached to this Agreement. McEvoy shall establish the schedule by which

custom milling takes place. McEvoy shall begin processing customer's Olives within 24 hours of their delivery and acceptance ***provided Customer shall not deliver Olives to McEvoy 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.*** If weight of customer fruit delivered to McEvoy exceeds customer crop estimate by greater than 20%, McEvoy may delay processing of excess customer fruit. McEvoy 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 McEvoy for the Services at the rate stated on the Schedule of Fees.

(d) **Payment.** Payment due upon pick up of oil and bins. Payment may be made by cash, check, or credit card in accordance with agreed charges per Schedule of Fees.

2. Olive Fly and Light Brown Apple Moth The Olive Fly is present in all Olive growing regions of California. The Light Brown Apple Moth (LBAM) is also present in many olive growing regions of the state. All McEvoy customers are encouraged to contact their County Ag Commissioner to initiate appropriate monitoring and control procedures in their orchards for both of these species. To comply with phytosanitary requirements, ***all fruit must be properly covered in transit to McEvoy Ranch. Fruit that is not covered in transit cannot be accepted for milling at McEvoy Ranch.***

3. Right of Refusal. Notwithstanding any other provision of this Agreement to the contrary, McEvoy 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 McEvoy makes such a determination, it shall promptly notify Customer and Customer shall promptly remove its olives, bins, boxes, containers, etc. from the McEvoy Ranch premises and neither party shall have any further obligation to the other hereunder.

4. Organic Certification. Customers requesting Organic processing shall provide proof of current Organic certification of their olives prior to delivery to McEvoy. Documentation must include olives as one of customers certified products. Copies of proof of Organic certification will be kept on file by McEvoy. ***Olives that are delivered without proof of Organic certification will be handled as conventionally grown olives. State Organic Registration does NOT constitute organic certification for milling purposes.***

5. Storage and Removal. ***Customer shall remove the oil extracted from their olives and their fruit bins within two days of completion of the Services. Please plan your transportation accordingly.*** The parties agree that in the event that Customer does not remove their Oil and Bins within such period, ***Customer shall pay McEvoy a storage fee of two hundred dollars (\$200) per day,*** until the oil and bins are removed. In the event that Customer fails to provide containers of sufficient volume to contain their oil, McEvoy will provide containers and charge Customer for those containers. If necessary, McEvoy may, at its sole discretion, place Customer's oil in McEvoy storage tanks and charge Customer a racking fee of \$300 for subsequent transfer of oil to Customer's containers. Customer must clearly label all fruit bins and oil containers. McEvoy accepts no responsibility for fruit bins left on site by customer more than 24 hours after milling completion.

- 6. Racking and Handling.** McEvoy shall provide one post-extraction racking to Customer by special arrangement only. Use of McEvoy 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 there from that is not the result of negligence on the part of McEvoy.
- 8. Performance of the Services.** McEvoy 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 Marin 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 McEvoy Name.** Customer acknowledges that it has no right to use, and agrees that it will not use, the McEvoy Ranch or McEvoy of Marin names, unless such right has been expressly granted in writing by Nan Tucker McEvoy or her 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 McEvoy 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:	McEVROY:
_____	McEVOY OF MARIN, LLC, a California limited liability company
Company	_____
_____	Signature
Signature	_____
_____	Shari DeJoseph
Printed Name	_____
_____	Orchard Manager
Title	_____
_____	Date
Date	_____

Please complete the Customer Information Form and signature page of the contract (electronic signatures accepted).

Upon receipt of your completed forms, you will be contacted to confirm your milling date and details.