



MILLING SERVICES AGREEMENT 2022

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 7:00am – 10:00am 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 customer 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. All attached paperwork and payment information must be received before the scheduled date.

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 Milling Services and Equipment Fee Schedule. An invoice, with all charges detailed, will be issued via email before the Customer picks up the Oil (“Pickup”). At the time of pickup, payment is due. Credit Card Authorization Form is included on page 5 of the Agreement and must be filled when milling appointment is scheduled.

2. ORGANIC CERTIFICATION

To protect the integrity of our organic milling process, Customers requesting organic processing must PROVIDE PROOF OF CURRENT CCOF/ORGANIC CERTIFICATION AND PROFILE of their Olives prior to delivery to The Olive Press. Copies of proof of Organic Certification will be kept on file by The Olive Press and shared with the CCOF when annual inspection is scheduled. Organic olives that are delivered

without current 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.

3. 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

4. PICKUP

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 Customers' 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 \$75.00 per day until the Oil and bins are picked up.

A. 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 milling. See Attachment for sizes and cost of the containers.

B. Oil Containers

If the Customer brings in used containers, they will be filled in the condition in which they arrive at The Olive Press. The Olive Press cannot be responsible for cleaning used containers, and the quality of the Oil will be compromised if containers area is not clean, dry and odor free.

5. 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 48 hours prior to the times and dates established to deliver the Olives. If customer dose note communicate, The Olive Press has the right to charge full price for milling 1 Ton of olives. The Olive Press will attempt to accommodate the Customer on the mutually agreed upon rescheduled delivery date.

6. 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.

7. UTILITY SERVICE FAILURE

The Olive Press and the Customer agree that The Olive Press is not responsible for any delays in processing or fruit damage resulting from a utility service failure or reduction such as a partial or total



power outage occurring while Customer's fruit, Oil or related products are under the control of The Olive Press, including without limit outages caused by a PG&E Enhanced Powerline Safety Settings (EPSS) automated power shut off, a Public Safety Power Shutoff (PSPS) during severe weather, or a shut off due to damage to utility lines. The Olive Press will take reasonable steps to protect Customer's fruit and Oil in the event of such utility shut down, but is not responsible for any delay or damage resulting directly or indirectly from a utility service interruption. A utility service failure under this Section 7 does not include the termination of service to The Olive Press by a utility provider due to customer request or failure to timely pay the utility service costs.

8. ENTIRE AGREEMENT

Each delivery receipt and The 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.



MILLING FEES

Minimum Weight – 850 lbs

MILLING CHARGES

NON-ORGANIC

Minimum Milling Charge \$550.00 per ton
Waste Disposal Fees \$75.00 per ton

ORGANIC MILLING CHARGES (MUST SUBMIT CCOF CERTIFICATIONS AND PROFILE BEFORE MILLING)

Certified Organic Milling Charge \$675.00 per ton
Waste Disposal Fees \$75.00 per ton

<u>Containers:</u>		<u>Please Check</u>
55 Gallon (Open Head) food grade plastic drum	\$90.00	<input type="checkbox"/>
30 Gallon food grade plastic drum	\$70.00	<input type="checkbox"/>
5 Gallon food grade plastic tote	\$35.00	<input type="checkbox"/>

CONFIRM PRESS DATE, TIME, TON & VARIETAL

Press Date Delivery Time:
Tons:

Press Date Delivery Time:
Tons:

Press Date Delivery Time:
Tons:

Varietal: _____



CREDIT CARD AUTHORIZATION FORM

BILLING ADDRESS

Cardholder Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Cell Phone Number _____

Credit Card Type Master Card Amex Visa

Account Number: _____

Expiration Dated: _____ CVC# _____

Signature of Card Holder:

PLEASE SEND TO: Teresa Hernando thernando@theolivepress.com
Phone: 707-931-7544
Fax: 707-931-7121