

REPUBLIC OF TRINIDAD AND TOBAGO

This Agreement is made this ____ day of _____ in the year of Our Lord Two Thousand and Ten Between the COMPANY (hereinafter referred to as “the Contractor”), a company registered under the Companies Act Chapter 88:01 with its registered office situated at....., of the One Part and _____ of _____ (hereinafter referred to as the “Food Producer”) of the Other Part. Both the Contractor and Food Producer are hereinafter collectively referred to as “the Parties”.

The signatures of the Contractor and Food Producer on this agreement shall constitute acceptance of the terms and conditions outlined hereunder. The said Agreement shall have duration of ____ months effective from _____.

1 Obligations of the Contractor

- (a) The Contractor agrees to purchase from the Food Producer the specified volume of fresh agricultural produce at **monthly** intervals at the agreed price per pound/kilo. The said produce shall be delivered to **{to be determined}** (hereinafter referred to as the Collection Centre) on such days as the Contractor shall notify the Food Producer.
- (b) The Contractor agrees to make payment to the Food Producer for all produce accepted not later than fourteen (14) business days after delivery, subject to the approval of the quality inspection at the Collection Centre. Any produce, which does not comply with the required specifications, will be returned to the Food Producer
- (c) The Contractor shall provide a production technology package upon execution of the Agreement and throughout the duration of the Agreement shall provide other technical advice to Food Producers.
- (d) The Contractor agrees to provide grades and standards for the specified produce upon execution of the said Agreement.
- (e) The Contractor agrees to provide updates on the market situation for agricultural produce

2 Obligations of the Food Producer

- (a) The Food Producer agrees to undertake responsibility for the following:

- i. Proper and timely cultivation,
- ii. Harvesting,
- iii. Packaging, and
- iv. Post-harvest handling

- (b) The Food Producer shall allow the Contractor or its agent to visit the farm and to monitor/audit the crop during normal business hours.
- (c) The Food Producer shall comply with specified standards as specified by the Contractor and follow production protocols as set out in the technology packs.
- (d) The Food Producer shall attend THE COMPANY’s lecture on “Fundamentals of Produce Marketing” at a date to be identified by the Contractor.
- (e) The Food Producer shall register as a farmer with the Ministry of Agriculture, Land and Marine Resources (Farmer Register Programme) within six (6) months of the date of the Agreement.
- (f) The Food Producer shall enter the COMPANY Farm Certification Programme (Good Agricultural Practices) within three (3) months of the date of the Agreement.
- (g) The Food Producer shall provide production information on the last week of every month to his farm association.
- (h) The Food Producer shall be responsible for all income tax obligations arising out of payments from the said Agreement.

3 The following quantities, prices and standards shall be binding on both parties:

Crop	Grade /Packed	Quantity (lbs)	Acreage(s)	Price (TT\$ per LB)	Frequency
1. <u>Golden Apple</u>	A/B/C	See Schedule: Annual harvest figure to be divided by 12 months	---	\$1.25/\$1.00/\$0.60	Monthly
Planting/Delivery Schedule	Expected yield per acre: 1 st year; 1,800 lbs, 2 nd year; 21,600 lbs, 3 rd year; 43,200 lbs, 4 th year; 57,600 lbs 5 th year; 72,000 lbs etc. Expected time to harvest: April, 2010				

	Telephone#: 1 868 ____ - ____				
2.	A/B/C			\$	Monthly
Planting/Delivery Schedule					
3.	A/B/C			\$	Monthly
Planting/Delivery Schedule					

4 Force Majeure

Each party shall agree to inform the other of any unforeseen events and circumstances, such as storms, floods and other acts of nature that may hinder the performance of this contract. In such events in which the circumstances become frustrated by *Force Majeure*, this shall not be constituted as a breach of the said Agreement.

5 Termination

- (a) The said agreement shall be terminated by either party serving three (3) months notice in writing provided that all outstanding accounts between themselves are settle in full.
- (b) The said agreement may be terminated by either party for breach of contract by the other party.
- (c) The contractor shall notify the Food Producer in writing of any breach committed by the Food Producer and request resolution of the said breach within seven days. Failure to remedy the breach will provide the Contractor with the liberty to terminate the said Agreement.

6 Dispute Settlement Procedures

- (a) The parties shall resolve disputes amicably amongst themselves.
- (b) Disputes shall be referred to a Dispute Settlement Panel (hereinafter referred to as the Panel) on failure to amicably settle disputes.
- (c) The Panel shall comprise three (3) individuals mutually agreed upon by the Parties.

We have read the terms and conditions of this Agreement and endorsement of the said Agreement shall constitute acceptance:

**FOOD PRODUCER'S NAME AND
ID# -----**

CONTRACTOR'S REPRESENTATIVE

SIGNATURE

SIGNATURE

DATE

DATE

WITNESS

WITNESS