



WILLAMETTE
HAZELNUT

HAZELNUT AGREEMENT

This is our 2024 harvest contract. Either Party may terminate this contract for any reason after a growing season and delivery of resulting hazelnuts, without further obligation or liability by providing written notice of termination prior to January 1st of the following year. **To participate in CAPP this Agreement should be completed, signed and returned by May 15th of the growing season.**

Willamette Hazelnut, Inc., hereafter referred to as Buyer, and _____
(Grower name, hereafter referred to as Grower).

Farm Name _____

Contact Name _____ Email _____ Phone _____

Mailing Address _____

City _____ State _____ Zip Code _____

Make Growers Payment Payable to: _____

Mail Payment to (if different than above): _____

Special Payment Instructions (if any): _____

Orchard Address (if different than above): _____

Receiving Stations: Willamette Hazelnut (Newberg) _____

RK Farms (Aurora) _____

Ruef Brothers (Mt. Angel) _____

Ernst Nursery (St. Paul) _____

Blue Heron Farm (Monmouth) _____

Four Ridge Orchards (Hillsboro) _____

Crimson West Farms (McMinnville) _____

Are you a member of Hazelnut Growers Bargaining Association? Yes _____ No _____

ORCHARD NAME & ACRES	YEAR PLANTED	VARIETY	VARIETY 2 (interplanted)	IRRIGATED? Y/N
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RECEIVING

Buyer agrees to buy from Grower and Grower agrees to sell to Buyer the Hazelnut crop (from the described above properties) 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.

Cash Advance Payment Program (“CAPP”)

Buyer conducts a voluntary Cash Advance Payment Program (“CAPP”). If Grower elects to participate in the CAPP, this Agreement is subject to the additional Terms and Conditions of the CAPP set forth on Addendum A.

Initial:

_____ Grower elects NOT to participate in CAPP.

_____ Grower elects to participate in CAPP and agrees to the Terms and Conditions set forth on Addendum A.

Dated: _____

Dated: _____

Buyer

Grower

Willamette Hazelnut

14975 NE Tangen Road, Newberg OR 97132

By _____

Addendum A
Terms and Conditions of the
Cash Advance Payment Program (“CAPP”)

- 1. Qualification.** Grower must have delivered over 50,000 merchantable pounds of hazelnuts to Buyer from Grower’s harvest in the year prior to the year in which the Grower seeks a CAPP and complete, sign and return this Agreement by May 1 of the growing season to which the CAPP applies. If Grower has not previously delivered to Buyer, Grower must commit to deliver the tonnage from at least sixty (60) bearing acres where bearing is defined as hazelnut trees aged four years old or older. Grower warrants and represents that Grower has sufficient acreage not committed to other purchasers to meet the minimum acreage requirement if it applies to Grower.
- 2. Payment Calculation.** CAPP payments will initially be paid based on \$100 per bearing acre delivered to Buyer by Grower in the previous year. If Grower commits to deliver 100% of its crop in the year for which a CAPP is sought to Buyer, the CAPP payment will be increased by \$25 per bearing acre for a total of \$125 per bearing-acre. By way of example, if Grower has 100 bearing acres, and delivers all of Grower’s crop to Buyer, Grower will receive a CAPP for \$12,500 ($\$125 \times 100 \text{ acres} = \$12,500$). No Grower will receive a CAPP payment of more than \$30,000 regardless of the number of bearing-acres or the percentage of crop committed to be delivered to Buyer.
- 3. Payment Date.** Buyer will mail the CAPP to Grower on or before June 1st of of the year to which the CAPP applies or on a date mutually agreed to by Buyer and Grower.
- 4. Repayment.** Grower irrevocably authorizes and directs Buyer to deduct the amount of the CAPP made by Buyer to Grower from any amounts due to Grower for the crop year to which the CAPP applies. Deduction of CAPP amounts paid will be first made from crop listed in this Hazelnut Agreement for the crop year. In the event amounts due Grower for acres covered by the Hazelnut Agreement are insufficient to repay the CAPP and Grower delivers additional crop to Buyer, Buyer is authorized to deduct unrepaid CAPP from amounts to Grower from yielding acres not listed in the Hazelnut Agreement. If Grower is a third-party operator, Buyer shall deduct amounts paid as CAPP from amounts paid for the crop delivered by Grower. Grower shall be responsible for payment to the owner of the acres farmed, and shall indemnify and defend Buyer from any all claims of the owner. If this contract is terminated and Grower has not fully repaid any CAPP, Grower’s liability for unrepaid CAPP shall not be impacted in any way by the termination of this contract.
- 5. Security Agreement.** Grower grants Buyer a security interest in its existing and after-acquired rights, title, and interests in all crops generated from the acres listed on the Hazelnut Agreement. Grower authorizes Buyer to file, and periodically renew, a financing statement with the Oregon Secretary of State. Grower will perform all steps requested by Buyer to perfect, maintain, and protect Buyer’s security interest in the crops. Although Buyer is not obligated to make future advances, this Security Interest secures any and all future advances and credit provided by Buyer to Grower.
- 6. Crop Insurance.** Grower shall list Buyer as an additional named insured on Grower’s crop insurance policy.
- 7. Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.
- 8. Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties, which consent will not be unreasonably withheld.
- 9. No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy, or claim under or with respect to this Agreement.
- 10. Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, written or verbal, related to such subject matter.
- 11. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.
- 12. Venue, Costs, Attorney Fees.** Any and all and disputes of whatsoever nature arising out of this Agreement shall be referred to the Oregon state court having jurisdiction in Yamhill County, Oregon. Costs and reasonable attorney fees, including on appeal, if any, shall be awarded to the prevailing party whether or not an action is instituted.