



FOR OFFICE USE ONLY-ORGANIC OLIVES

Organic Certification Copy Attached \_\_\_\_\_

Certification Issue Date \_\_\_\_\_

Harvest Date \_\_\_\_\_

Oil Production Date \_\_\_\_\_

Organic Tag # \_\_\_\_\_

**Custom Milling -- Customer Contract**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Receiving Production Yield Log**

**FOR OFFICE USE ONLY:**

Organic Processing Y / N      Organic Certificate on File Y / N

Bill of Lading / Field Tag / Bin Tag Attached Y / N

Date of Drop Off \_\_\_\_\_

Crop & Bin Weight \_\_\_\_\_ Actual Weight of Crop \_\_\_\_\_

# of Bins & Fill Level \_\_\_\_\_

Milling Appointment Date \_\_\_\_\_ Milling Appointment Time \_\_\_\_\_

Oil Yield \_\_\_\_\_

Oil Stored in Organic Tank # \_\_\_\_\_ Or #/Size of Clean Containers \_\_\_\_\_

Containers **Supplied by Customer** – or – **Purchased** # of Containers \_\_\_\_\_

Date of Pick Up \_\_\_\_\_ Employee Initials \_\_\_\_\_

**CREDIT CARD AUTHORIZATION FORM**

**BILLING ADDRESS**

Cardholder Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Credit Card Type \_\_\_Master Card \_\_\_Amex \_\_\_Visa

Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVC \_\_\_\_\_

*Having contracted with Figone's of California for services, I hereby authorize Figone's of California to charge my credit card according to the following schedule of fees:*

*-Custom Crush - \$625 per ton (includes waste disposal fee), (250 pounds to one ton)*

*Prorated @ .31 cents per pound for each additional pound over one ton.*

*-\*ORGANIC Custom Crush - \$675 per ton (includes waste disposal fee), (250 pounds to one ton)*

*Prorated @ .34 cents per pound for each additional pound over one ton.*

*-Containers not included in price.*

*Signature of Card Holder:*

\_\_\_\_\_

*Please do not email credit card information. Email to [info@figoneoliveoil.com](mailto:info@figoneoliveoil.com) (without credit card number) or fax to 707-282-9093 (Fax Preferred) We will call you to get your card number.*

*We must have your credit card number on file to proceed with milling.*

*Figone's of California main office phone number is 707-244-9148.*

## Figone's Of California Custom Olive Milling Services IMPORTANT NOTICE

Please read contract thoroughly, as all items will be strictly enforced.

**THIS OLIVE OIL MILLING SERVICES AGREEMENT** (the "Agreement") is made and entered into as of \_\_\_\_\_, by and between Talerucio LLC. DBA Figone's of California, a California limited liability company ("Figone's of California"), and \_\_\_\_\_ ("Customer").

A. Figone's of California is engaged in the business of milling olives to extract olive oil;

B. Customer desires to contract with Figone's of California for Olive Oil milling services and Figone's of California is willing to provide such services to Customer upon the terms and conditions here set forth.

### **ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS: Figone's of California Olive Oil Mill Schedule of Fees**

- **Custom Crush**, 250 pounds to one ton - \$625, includes waste disposal fee, prorated @ .31 cents per pound for each additional pound over one ton.
- **ORGANIC Custom Crush**, 250 pounds to one ton - \$675, includes waste disposal fee, prorated @ .34 cents per pound for each additional pound over one ton.
- Containers price varies by size.
- Startup/wash-down fees (if necessary) of \$500 (10 tons or greater)
- Oil and bin storage fee (if necessary) of \$200 per day (500 gallons or greater. First 24 hours is free) Please note: Items will be disposed of after seven days.
- Racking fee (by special arrangement only)
- Additional charges will apply for the purchase of Figone's of California provided containers

### **Oil Containers**

NOTE: ALL CONTAINERS MUST BE FOOD GRADE. All containers supplied by customer must arrive as a new food grade container or if used must be pre-cleaned and fully dried food grade container. We reserve the right to refuse use of used containers if we do not feel they have been cleaned properly in order to maintain the quality of your oil. If bringing used containers, they will be filled in the condition in which they arrive at the mill. We cannot be responsible for cleaning your used containers, and the quality of your oil will be compromised if containers are not clean, dry and odor-free. All containers must be labeled upon delivery to Figone's Of California

**Please note:** 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. Consider purchasing permanent, stainless steel containers (fusti, drums, etc.) for your oil, rather than relying on plastic for either transport or storage.

## Services.

(a)Definition. Subject to the terms of this Agreement, Figone's shall use its labor and equipment to mill Customer's Olives (the "Olives") and extract the Oil there from (the "Services"). The Services shall be performed after the Customer has delivered the Olives to Figone's facilities and Figone's has had an opportunity to inspect the Olives. At the time of delivery of Olives, Customer shall also deliver to Figone's the container(s) to be used by Figone's for storage of Customer's Oil until Customer removes the Oil from Figone's facilities. (Unless customer agrees to purchase containers from Figone's.) Containers will be filled in the condition in which they are given to Figone's; Figone's 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 and numbered (Customer Name: 1 of 3, etc). Further, Customer authorizes Figone's to dispose of any Customer personal property left at Figone's more than seven days after completion of milling of Customer's oil.

(b)Delivery Mechanics and Procedures. Olives shall be delivered to Figone's by Customer. Olives shall be weighed and a delivery receipt substantially in the form of a Weighmaster Certificate hereto shall be completed, signed by authorized representatives of Figone's and Customer, and a copy thereof shall be attached to this Agreement. Figone's shall establish the schedule by which custom milling takes place. Figone's shall begin processing customer's Olives within 24 hours of their delivery and acceptance provided Customer shall not deliver Olives to Figone's 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 Figone's exceeds customer crop estimate by greater than 20%, Figone's may delay processing of excess customer fruit. Figone's 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 Figone's of California 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 or credit card in accordance with agreed charges per Schedule of Fees. *Please note we do not accept checks.*

**2.Olive Fruit 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 Figone's 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 Figone's. Fruit that is not covered in transit cannot be accepted for milling at Figone's.

**3.Right of Refusal.** Notwithstanding any other provision of this Agreement to the contrary, Figone's 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 Figone's makes such a determination, it shall promptly notify Customer and Customer shall promptly remove its olives, bins, boxes, containers, etc. from the Figone's 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 Figones. Documentation must include olives as one of customers certified products. Copies of proof of Organic certification will be kept on file by Figone's. **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. NOTE: For Organic Olive processing ALL Bins must be labeled "ORGANIC" prior to drop off at Figone's.**

**5.Storage and Removal.** Customer shall remove the oil extracted from their olives and their fruit bins within 48 hours 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 Figone's 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, Figones will provide containers and charge Customer for those containers. If necessary, Figone's may, at its sole discretion, place Customer's oil in Figone's 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. Figone's accepts no responsibility for fruit bins left on site by customer more than 48 hours after milling completion.

**6.Racking and Handling.** For a fee, Figone's shall provide one post-extraction racking to Customer by special arrangement only. Use of Figone's 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 Figone's.

**8.Performance of the Services.** Figone's hereby represents and warrants to the Customer that it shall perform the Services in a professional 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 Sonoma 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 Figone's Name(s).** Customer acknowledges that it has no right to use, and agrees that it will not use, the Figone's, Figone Olive Oil Co., or Figone's of California names, or any variation thereof, unless such right has been expressly granted by Frank J. Figone or his 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.

**ADDENDUM/CLARIFICATION OF FIGONE MILLING CONTRACT RE PG&E**  
Effective October 25, 2019

This acknowledgement and agreement is made pursuant to sections 3 (Right of Refusal) and 7 (Risk of Loss) and 9 (Force Majeure), and to also expressly clarify that section 3 of the Figone Milling Contract with each Customer is understood to include Figone's right, in Figone's sole discretion, to refuse to process any Olives whose condition is unsatisfactory or rendered unsatisfactory as a consequence of Pacific Gas & Electric ("PG&E") causing any loss of power for any amount of time that impacts any of Figone's equipment or facilities or Figone's Olive Oil Mill located at 1620 Carneros Meadows Lane, Suite 110, Sonoma, CA 95476.

It is understood, acknowledged and agreed that Figone has no control over any loss of power caused in any part by the decisions and actions of PG&E. Although Figone will attempt to use reasonable efforts under the circumstances to alert the Customer in any Figone Milling Contract who is impacted by any such loss of electrical power, and to reasonably cooperate with each such Customer's efforts to retrieve or remove from or preserve each such Customer's Olives, should such a loss of electrical power occur; Figone shall have no obligation to alert any Customer of any risk to any Customer's Olives due to any threatened or actual loss of power caused by PG&E, or to transport, retrieve or remove

or preserve or store any Customer's Olives or any Customer's olive oil under such circumstances. It is understood and agreed that Figone cannot guarantee that any Olives or olive oil will be saved or secured in any degree from any risk of loss related to any loss of power caused by PG&E.

As such, Customer further confirms the above understandings and agrees that Figone is in no way responsible for any loss of Olives or olive oil or any product of any Olives arising from any loss of electrical power or related equipment malfunction or processing deficiency caused in any part by PG&E.

Customer hereby affirms Customer's understanding and agreement to all of the foregoing limitations and agrees that any refusal or failure by Figone to process any Olives arising from a loss of electrical power caused by PG&E is clearly part of the discretion permitted under Section 3 of the Figone Milling Contract and incorporated into said Contract by this reference.

**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 Figone's 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.

<p><b>CUSTOMER:</b></p> <p>Company _____</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Title _____</p> <p>Date _____</p>	<p><b>Talerucio LLC DBA Figone's of California:</b>  <b>Talerucio a California limited liability company</b></p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Title _____</p> <p>Date _____</p>
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Please print, sign and return by fax to 707-282-9093 or scan and email to [info@figoneoliveoil.com](mailto:info@figoneoliveoil.com). Upon receipt of your completed forms, you will be contacted to confirm your milling date and details.