



Allied Grape Growers Multi-Year Delivery Agreement

Member Name: _____ Member # ____ - _____

Vintner: _____ Date: ____/____/____

RECITAL: Upon execution of this Multi-Year Delivery Agreement (“Agreement”) by the parties hereto, the Member agrees to deliver the following grapes, of the varieties to be grown on the vineyards described below, to the above stated Vintner (“Vintner”). Allied Grape Growers (“Allied”) will sell and the Vintner will purchase the grapes in accordance with the Contract of Sale between the Vintner and Allied. This Agreement shall become a part of that Contract of Sale upon its execution by Allied and, to the extent this Agreement differs from Allied’s By-laws or the Membership Agreement signed by the member, this Agreement shall supersede them.

1. Grapes Covered:

| Acres: | Tons: | Variety: | Location and/or Description of Vineyard: |
|--------|-------|----------|--|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Member agrees to deliver grapes based upon (initial as appropriate):

- Initial: ✓:
- _____ a.) _____ set tonnage shown above.
- _____ b.) _____ grapes produced on set acreage shown above.

2. Growing Season(s) Covered: This agreement shall be binding between the parties and shall remain in effect for (initial as appropriate):

- Initial: ✓:
- _____ a.) _____ a term of _____ year(s), commencing with the _____ season and ending with the delivery of grapes harvested during the _____ season, subject to a right of termination exercisable only in accordance with the Contract of Sale between the Vintner and Allied.
- _____ b.) _____ an initial term of _____ years, commencing with the _____ season. The agreement will continue in force on a _____ year evergreen basis subject to a right of termination exercisable only in accordance with the Contract of Sale between the Vintner and Allied. The evergreen provision provides for termination under the following conditions: _____
- Evergreen
- _____
- _____

3. Waiver of Termination Rights: The undersigned parties hereby agree as follows: (initial as appropriate):

Initial: _____ ✓:

- _____ a.) _____ Member hereby waives his/her right to cause a termination of his/her membership in Allied for the period of the term of this Agreement, by reason of resignation or withdrawal under Section 3.01(d) of Allied's Bylaws or discontinuance of producing grapes under Section 3.01(c).
- _____ b.) _____ In addition to Member's obligations under Section 3.01(c) of Allied's Bylaws resulting from a Member's bona fide sale, alienation, or termination of his/her interest in the lands on which the grapes are grown, Member agrees that in the event of any sale, lease or other transfer of such lands, Member will cause the buyer, lessee or transferee, through written consent, to continue delivering the grapes covered by this Agreement for the entire term of this Agreement and the Contract of Sale between Allied and Vintner. In the absence of written consent of the obligations of successors in interest, and in addition to all other remedies afforded Allied under applicable law and its Bylaws (including liquidated damages and specific performance under Sections 6.10 and 6.11 thereof), Member also agrees to defend and indemnify Allied against any claim made or loss, liability or damage suffered by Vintner in the event Member sells, leases, or otherwise transfers the lands on which the grapes are grown, and the buyer, lessee, or transferee refuses to deliver the grapes to the Vintner for the remaining term of this Agreement and the Contract of Sale between Allied and the Vintner.
- _____ c.) _____ Member agrees that in the event of his/her death during the term of this Agreement, this Agreement shall apply to his/her heirs, executors, administrators, assigns, and successors-in-interest.

4. Notice of Sale: Member agrees to give Allied written notice of any sale, lease, or other transfer of any interest in the lands on which the grapes are grown.

5. Assignments and/or Liens: The Member warrants that the vineyards described above are not subject to any assignments, liens or encumbrances, except the following. _____

Signed _____ Date: _____

Grower

Signed _____ Date: _____

Allied Grape Growers

The foregoing shall be binding upon Allied only if the Vintner executes a Contract of Sale with Allied for the grapes and season(s) indicated above.