

Harvest year: _____

Fruit Purchase - Harvest Contract in Brazil

[NAME OF THE COMPANY], Established at _____city, Enrolled in CGC (general taxpayer roll) under n._____, and the PRODUCER..... ID n. CIC (federal taxpayer number) resident on the Street n., municipal district of State of establish the present FRUIT Purchase contract, which shall be ruled by the following terms and conditions:

FIRST CLAUSE:

The PRODUCER is proprietor of the farm named, located in enrolled under n. in the Register of Deeds of with the total area of hectares.

SECOND CLAUSE:

[NAME OF THE COMPANY] commits to the PRODUCER, on this date, to invest in the property referred in the previous clause, providing the materials as described in the chart below, with their corresponding value in fruits, distribution of debt and discharge period.

THIRD CLAUSE:

The PRODUCER assumes henceforth the obligation to pay off [NAME OF THE COMPANY] the debt relative to the goods referred in the second clause, through the delivery of fruits according to the chart below.

Paragraph 1: New debt is taken, according to the second clause:

Fruit description	Fruit amount
Concord grape saplings	
Grape/concord	

Paragraph 2: PREVIOUS debt, according to contract balance described below:

Fruit/Variety Description	Year	Quantity Delivered	Quantity To Be Delivered

NO PREVIOUS DEBIT EXISTS

Paragraph 3: CURRENT debt is consolidated as in the chart below, resulting from the sum of paragraphs 1 and 2 of this clause:

	Fruit variation description	Year	Amount delivered	Amount to be delivered
1	1 grape/isabel			
2	2 grape /concord			
3	2 grape /concord			

Paragraph 4: The present contract, in its third clause and in paragraph three, refers to the summary of all of DEBT/CREDIT and single contract among the parties.

FOURTH CLAUSE:

The PRODUCER commits, in addition to sale to [NAME OF THE COMPANY] at prices practiced at the time of delivery by the juice industries and related ones located in the State of [...].

FIFTH CLAUSE:

[NAME OF THE COMPANY] commits, till the end of the present contract, to provide to the PRODUCER the necessary technical support to the production, comprising: periodic visits of [NAME OF THE COMPANY]'s technicians, to guide the producer on handling matters, cultural treatments, identification of pests and diseases, among other technical problems that may appear and proven to be within reach of existing research, since legally and economically feasible and, at the same time, within execution limits and knowledge of the technical team of the agricultural division of NAME OF THE COMPANY, according to its common practice.

The PRODUCER commits to welcome the orientation and current technical recommendations set forth in this clause and to use their best diligence and care in the observance of the practices adopted to the cultivation object of this contract.

Paragraph 1: For the acting of the functions described in CAPUT of this clause, it is insured the right of the technicians' free access of [NAME OF THE COMPANY] to the planting areas.

Paragraph 2: The PRODUCER shall finance, for his/her exclusive responsibility, all of the expenses with the agricultural activities of object of this contract.

SIXTH CLAUSE:

Transportation of the material to the property to be fomented shall be on the expense and responsibility of [NAME OF THE COMPANY]; the delivery of the fruits to [NAME OF THE COMPANY] shall be on the expense and responsibility of the PRODUCER.

SEVENTH CLAUSE:

The PRODUCER is not allowed to sell, exchange or donate the material object of this contract, except with previous and expressed authorization of [NAME OF THE COMPANY]. The responsibility of the PRODUCER for the cultivation of the land is personal and non transferable. The disposal or the lease of the property configures hypothesis of rescission attributed to the PRODUCER, unless the buyer or tenant subrogates the rights and obligations set out in the Agreement through an Annex to this contract and provided they are considered technically qualified in [NAME OF THE COMPANY]'s judgement.

EIGHTH CLAUSE:

The present contract shall be null and void, regardless of any warning, judicial or extrajudicial notification, in case of default of any of its items, the offended part can demand from the other, alternatively, the losses and damages resulting from the rescission or in the form article [...] of the Civil Code, a fine equivalent to [amount] % of the value of the remaining harvests at the time.

NINTH CLAUSE:

Fortuitous cases or of proven *force majeure* shall be excluded from the contract rescission. However, it shall not exempt the producer from their payment obligation to the industry nor the advance delivery of inputs.

Single paragraph: Fortuitous case or *force majeure* are considered, for effect of this contract, all occurrences of unexpected and unavoidable nature that may directly prevent any of the parties from the exact execution of the duties now assumed, highlighting, among other, the following

events: strikes, revolutions, floods, storms or, still, government or syndicalist resolutions, or of any other power that may hinder the fulfilment of this agreement.

TENTH CLAUSE:

The parties commit for themselves, their heirs and successors, to the faithful implementation of this contract and they choose the judicial forum of _____, renouncing any other, to settle any matters arising from this contract.

And for thus finding fair and agreed, the parties have executed this agreement in 2 (two) copies of equal value and for one single effect, in front of the witnesses below, for its legal effects to be produced.

Witnesses:

NAME OF THE COMPANY

PRODUCER