



## OUTGROWER CONTRACT – 2010-2011 SEASON

This agreement is made this.....day of .....20.....

Between

(THE COMPANY) .....

and

(THE OUTGROWER).....

The period of the agreement is from the day of purchasing seed (...../...../.....) up to the day of buying the last part of the crop.

The OUTGROWER has entered into this agreement with THE COMPANY for the purpose of growing PAPRIKA/BIRDS EYE CHILLIES (delete where not applicable) for and on behalf of THE COMPANY.

### THE COMPANY AGREES:

1. To purchase all the paprika/birds eye chillies produced by THE OUTGROWER at not less than the prices below:

#### Paprika:

	Grade A+	Grade A	Grade B	Grade C	Grade D and seed
Price full pod	220	185	140	75	50

#### Bird's Eye Chillies:

	Grade A+	Grade A	Grade B	Grade C	Grade D
Price	430	400	300	120	50

Grades will be determined and agreed on the day of buying, following a strict description of each grade.

2. To pay cash for the above for all crops bought, either on the day of selling or at latest within 2 weeks.

3. To supply advice on growing the crop, either directly or through a participating partner organisation.
4. To organise Central Purchasing Points for amounts of crop of at least 3 tonnes. Provided at least 3 tonnes are available for buying at a given point, this will be organised not more than 30km from the place of growing the crop.

**THE OUTGROWER AGREES:**

1. To grow paprika/birds eye chillies (delete where not applicable) following the recommended practices and instructions provided by THE COMPANY and the Ministry of Agriculture and Food Security.
2. Not to apply any chemical other than recommended chemicals without first consulting THE COMPANY.
3. To GRADE, HANDLE, CONDITION the crop strictly according to the guidelines and recommended practices provided by THE COMPANY and the Ministry of Agriculture and Food Security.
4. To sell **all of the crop** to THE COMPANY that the OUTGROWER produces.

General Conditions:

1. In the event that the OUTGROWER bringing for sale paprika or birds eye chillies which are WET, MIXED GRADES, POORLY HANDLED OR of OTHERWISE REDUCED QUALITY, THE COMPANY reserves the right to:
  - a) Reduce the price offered for the grade
  - b) Down grade the crop
  - c) Reject the crop without buying
2. THE COMPANY will not buy paprika from intermediate buyers.
3. The OUTGROWER is in breach of contract if he/she sells to another buyer.
4. THE COMPANY accepts no responsibility for any injury, ill health or death occurring as a result of growing the crop or transport of the crop to the point of selling.
5. THE COMPANY accepts no direct responsibility for supply of chemicals, fertiliser or finance required by THE OUTGROWER.

THIS IS TO CERTIFY THAT I.....HAVE READ, AND/OR HAD READ/TRANSLATED TO ME, THE FULL CONTENTS OF THIS AGREEMENT WHEREBY I FULLY UNDERSTAND THE CONTENTS AND I HAVE AGREED TO SIGN THE CONTRACT ACCORDINGLY.

SIGNED.....( THE COMPANY)

SIGNED, ..... (THE OUTGROWER)

WITNESSED BY .....