

# Regalo Extra Virgin Olive Oil, Inc

Ojai, California info@regalogift.com

## Regalo EVOO Custom Pressing Services IMPORTANT NOTICE

Please read contract thoroughly, as all items will be strictly enforced. We would like to bring the following to your attention prior to this year's harvest:

### Oil Containers

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. The quality of your oil *will be compromised* if containers are not *clean, dry and odor-free*. All containers must arrive *labeled* upon delivery.

### Note: Organic Certification.

Regalo EVOO is pesticide free, but **not** certified or registered organic, or Kosher certified.

## Custom Milling Agreement

This Olive Oil Milling Services Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ by and between Regalo EVOO, Inc, and \_\_\_\_\_ ("Customer").

- A. Regalo is engaged in the business of milling olives to extract olive oil;
- B. Customer desires to contract with Regalo for Olive Oil milling services and Regalo is willing to provide such services to Customer upon the following terms and conditions.

Accordingly, the Parties Agree As follows:

### Regalo Olive Oil Mill Schedule of Fees \_\_\_\_\_ Milling:

- \$500 per ton with a \$500 minimum charge, or
- \$300 per order under 1000lbs **IF** combined with other orders. *\*Oil produced will be a blend of combined orders and divided by volume according to relative weight of fruit contributed to milling run.*
- Startup/wash-down fees \$400 / day. Divided by all clients that date if more than one
- Oil and bin storage fee (if necessary) of \$100 per day. Items will be disposed of after seven days unless arranged prior.
- Additional charges will apply for the purchase of Regalo provided containers.

Services.

(a) Definition. Subject to the terms of this Agreement. Regalo 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 Regalo facilities and Regalo has had an opportunity to inspect the Olives. At the time of delivery of Olives, Customer shall also deliver to Regalo the container(s) to be used by Regalo for storage of Customer's Oil until Customer removes the Oil from Regalo facilities. **Containers will be filled in the condition in which they are given to Regalo; Regalo 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 (1 of 3, etc). Further, Customer authorizes Regalo to dispose of any Customer personal property left at Regalo more than seven days after completion of milling of Customer's oil.

(b) Delivery Mechanics and Procedures. Olives shall be delivered to Regalo by Customer. Olives shall be weighed or weight estimated by volume and a delivery receipt shall be completed, signed by authorized representatives of Regalo and Customer, and a copy thereof shall be attached to this agreement. Regalo shall establish the schedule by which custom milling takes place. Regalo shall begin processing customer's Olives within 24 hours of their delivery and acceptance provided Customer shall not deliver Olives 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 Regalo exceeds customer crop estimate by greater than 20%, Regalo may delay processing of excess customer fruit. Regalo 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 Regalo for the Services at the rate stated on the Schedule of Fees. Payment. Payment due upon pick up of oil and bins. Payment may be made by cash, check, or credit card in accordance with agreed charges per Schedule of Fees.

## 1. 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 Regalo 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, **af/ fruit must be properly covered in transit to Regalo. Fruit that is not covered in transit cannot be accepted for milling.**

## 2. Right of Refusal.

Notwithstanding any other provision of this Agreement to the contrary. Regalo 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 Regalo makes such a determination, it shall promptly notify Customer and Customer shall promptly remove its olives, bins, boxes, containers, etc. from the Regalo premises at Customer expense. Neither party shall have any further obligation to the other hereunder.

## 3.Storage and Removal.

***Customer shall remove the oil extracted from their olives and their fruit bins within 48 hours of completion of the Services unless contracted for custom bottling. 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 Regalo a storage fee of one hundred dollars (\$100) 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. Regalo will provide containers and charge Customer for those containers. If necessary, Regalo may, at its sole discretion. place Customer's oil in Regalo storage tanks and charge Customer a storage fee of \$200 / day as well as a racking fee of \$300 for subsequent transfer of oil to Customer's containers. Customer must clearly label all fruit bins and oil containers. Regalo accepts no responsibility for fruit bins left on site by customer more than 48 hours after milling completion.

## 4 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 Regalo. Mechanical, electrical, or any other failure of milling equipment or machinery that results in loss of Customer's milled olives and oil will also be a risk borne entirely by the Customer.

## 5. Performance of the Services.

Regalo 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.

## 6. 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, but not limited to, acts of Nature, labor disputes, strikes, vandalism. fires, floods, mechanical or electrical failure of the mill, or weather conditions.

## 7. Governing Law. Consent to Jurisdiction

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 of Ventura County for purposes of any legal or equitable action or proceeding arising out of this Agreement.

## 8. Modifications.

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

## 9. No Right to Use Regalo Name.

Customer acknowledges that it has no right to use, and agrees that it will not use, the Regalo or Omaggio Farm names, unless such right has been expressly granted in writing by Regalo EVOO, Inc.

## 10. 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.

## 11. 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.

## 12. 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.

## 13. 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.

## 14. 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.

## 15. 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 Regalo 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.

CUSTOMER:  
Extra Virgin Olive Oil, Inc:

Regalo

_____ COMPANY	_____ COMPANY
_____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME	_____ PRINTED NAME
_____ TITLE	_____ TITLE
_____ DATE	_____ DATE

Please complete the following Customer Information and return by mail or email scan.

Customer Name:

Phone number:

Address:

Email:

Estimated date of delivery:

Estimated harvest weight:

Bottling request? Yes / No

Upon receipt of your completed forms, you will be contacted to confirm your milling date and details.

## Regalo EVOO Inc Credit CARD AUTHORIZATION

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COMPANY NAME

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CONTACT PERSON

PHONE:

BILLING ADDRESS:

Having contracted with Regalo EVOO Inc for services, I hereby authorize Regalo EVOO Inc to charge my credit card according to the following fees:

- Milling: \$500 / ton or single run minimum; \$300 for combined run under 1000lbs
- Startup/wash-down fees of \$400 / day

**Holding and bin storage fee (if necessary) of \$100 per day. Items will be disposed of after seven days unless arranged in advance.**

- Additional charges will apply for the purchase of Regalo provided containers

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CREDIT CARD NUMBER  
ZIP CODE

EXPIRATION DATE

CVV

BILLING

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AUTHORIZED SIGNATURE

*NOTE: If you prefer you may call Regalo after emailing or faxing your completed contract to verbally give your credit card number. We must have your credit card number on file to proceed with your milling. Email: [info@regalogift.com](mailto:info@regalogift.com)*