



Contract for Sale of Hops

This Contract of Sale of Hops made this _____ day of _____, 20__ by and between INSERT YOUR FARM CORP DETAILS HERE ("Seller") with its principal place of business at INSERT YOUR FARM ADDRESS HERE and _____ ("Buyer") with its principal place of business at _____, for the purchase of the hop varieties described below:

Crop Year	Variety	Type (Wet, Dried, Pellet, Powder)	Quantity lb/kg		Price per lb/kg		Total
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
			<input type="checkbox"/> lb	<input type="checkbox"/> kg	<input type="checkbox"/> lb	<input type="checkbox"/> kg	
TOTAL:							

Signed for and on behalf of the seller (insert company name).



The buyer is requested to sign the contract and return the duplicate copy.

This is a suggested template for growers and brewers and the Ontario Hop Growers' Association is not liable for any signed contracts.

Terms and Conditions for Sale of (insert company name)

All goods are supplied to intending purchases on the following terms, and no person in the employment or acting otherwise as agent of the Seller or purporting so to do, has authority to accept orders, supply goods on any other conditions or to vary these terms in any way whatsoever. Previous dealings between the Seller and any customer shall not vary or replace these terms or be deemed in any circumstances whatsoever so to do. Acceptance of goods from the company shall be conclusive evidence before any court or arbitrator that these terms apply.

1. Term. This Contract shall begin on _____, 20__, and end upon the last delivery for the quantity specified in this agreement, unless the parties agree otherwise. However, if, as such date, Buyer is in arrears on the account, Seller may the cancel this Contract and sue for damages, including lost profits, offsetting the deposit there against, and further recover its costs of suit including legal fees.
2. Delivery. Buyer and Seller agree to communicate periodically beginning 30 days in advance regarding the quantity requested for delivery. Seller will provide 48 hour notice of delivery of mature wet hops. Upon receipt of the request for delivery, Seller deliver requested hops to the place of business listed above. If owing to industrial disputes or any courses outside the Seller's control the company is unable to deliver the goods by the delivery date specified then provided that the Seller shall have given the Buyer notice in writing without delay of its intention to claim an extension of time the Buyer shall grant the Seller such extension of time as may be reasonable and the Seller shall not be liable for the consequences of any delayed beyond the stated delivery date.
3. Goods. The goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such a time as the intending Buyer shall have paid to the Seller the agreed price together with the full price of any other goods the subject of any other contract with the Seller. Until such a time as the intending Buyer becomes the owner of the goods, he will store them on his premises separately from his own goods or those of any other person and in a manner which makes the readily identifiable as the goods of the Seller. The intending buyer's right to possession of the goods share cease if he, not being a company, commits an available act of bankruptcy or if he, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding-up. The Seller may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. If goods the property of the Seller are admixed with goods the property of the intending buyer or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Seller. If goods the property of the Seller are admixed with goods the property of any person other than the intending buyer or are processed with or incorporated therein, the product thereof shall become or shall be deemed to be owned in common with that other person.
4. Acceptance. Buyer will have the right to inspect the hops upon receipts. Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the hops within seven days of the date of the delivery of goods to the Buyer. Buyer must specify the basis of the claim in detail. If no written notice is received by the Seller by the Buyer, the goods shall be deemed to have been accepted by the Buyer as being in good order and in conformity with the Contract. No claims will be accepted thereafter.
5. Prices. The prices in this Contract are related to the costs of freight and insurance and to any taxes, duties and



similar impositions and rebates affecting the import, export or sale of goods and to currency exchange rates and costs of preparation, processing, packing materials effective at the time of sale. Any alteration in the cost to the Seller fulfilling this order due to alterations in all or any of these or to the introduction of new taxes or other impositions or rebates or the removal of any existing ones will entitle the Seller to modify these prices accordingly. The company cannot be held liable for loss arising from non-delivery due to crop failure, war or other "force majeure" or to changes in export or import regulations of the countries concerned.

6. Charges. Seller shall invoice Buyer upon and for each shipment. Buyer shall pay all charges on terms of Net 30 Days Receipt of Goods. Overdue invoices shall also bear interest at the rate of 10% per annum. If Seller undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof, including legal fees. If Buyer is in arrears on any invoice, Seller may, on notice to Buyer, apply the deposit thereto and withhold further delivery until the deposit and all arrearages are brought current.
7. Governing Law. This Contract shall be governed by the laws of the Province of Ontario. Any disputes brought against the Seller hereunder will be heard in the appropriate federal and provincial courts located in Toronto, Ontario.
8. Force Majeure. Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, terrorism, embargo, failure of sources of supply, or casualty.
9. Miscellaneous. This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

_____ Seller _____ Date
_____ Buyer _____ Date