**Custom Milling Information**

**1. SERVICES**

Subject to the terms of this Agreement, The Olive Press shall use its labor and equipment to mill the Customer’s olives (“Olives”) and extract the olive oil (“Oil”) therefrom the Olives (“Services”). The Services shall be performed after the Customer has delivered the Olives to The Olive Press’s facility, and The Olive Press has had an opportunity in inspect and accept the Olives.

1. **Schedule**

The Olive Press shall establish the schedule for when the Services shall take place. The Customer shall not deliver the Olives to The Olive Press for milling except on the date and time that has been previously agreed upon by The Olive Press and the Customer. Customer shall complete and sign The Olive Milling Services and Equipment Fee Schedule Form and the Credit Card Authorization Form found at Attachment A. This Agreement which includes The Olive Milling Services and Equipment Fee Schedule Form and the Credit Card Authorization Form, must all be received before the scheduled date.

1. **Delivery Procedures**

The Customer shall deliver the Olives to The Olive Press on the agreed upon date and time in ½ - ton macro bins only. Any other type of delivery container (fermenting bins, wood boxes) will either incur an additional charge or be refused. Upon delivery, The Olive Press shall weigh and inspect the Olives and provide a delivery receipt to the Customer that shall be signed by an authorized representative of The Olive Press and the Customer. If The Olive Press determines in its sole discretion to reject the Olives, the Customer and The Olive Press shall have no further obligations under this Agreement.

1. **Processing**

The Olive Press shall begin processing the Customer’s Olives within 24 hours of delivery and acceptance subject to force majeure events (utility interruption, fire, flood, explosion, product tampering by third parties, governmental acts or regulations, war, labor difficulties, unavoidable shortages of materials, any act of God or any other cause not within the control of The Olive Press). The Olive Press makes no representation and gives no guarantee as to the number of gallons of Oil that will be processed from each ton of fruit.

1. **Payment**

The Customer shall pay The Olive Press for the Services at the rate stated in The Olive Milling Services and Equipment Fee Schedule. Customer authorizes The Olive Press to charge credit card at the completion of the Services as provided in the Credit Card Authorization. A detailed receipt will be issued via email to the Customer.

**2. ORGANIC CERTIFICATION**

To protect the integrity of our organic milling process, Customers requesting organic processing must PROVIDE PROOF OF CURRECT CCOF/ORGANIC CERTIFICATION AND PROFILE of their Olives prior to delivery to The Olive Press. Copies of proof of Organic Certification will be kept on file by The Olive Press and shared with the CCOF when annual inspection is scheduled. Organic Olives that are delivered without current proof of Organic Certification will be handled as conventionally grown Olives, and the Oil may not be eligible for sale as Certified Organic Olive Oil. Other than warranting that The Olive Press is in compliance with CCOF standards for the organic milling of Olives and that it will mill Customer’s Olives in accordance with good practices, The Olive Press makes no warranty concerning the quality of the Oil that results from the milling of Customer’s Olives or the fitness of the Oil for any particular purpose.

**3. RIGHT OF REFUSAL AND THE OLIVE FRUIT FLY**

The Olive Press shall have the right to refuse to mill any Olives whose condition it deems, in its sole discretion, to be defective for any reason, inclusive of the following:

 🟓Fruit that presents any type of fermentation or defect

 🟓Fruit harvested from the ground

 🟓Fruit infested with the larvae of the Olive Fruit Fly (no more than 10%)

 🟓Fruit with excessive debris, i.e. branches, leaves, or stems

The Olive Press shall have the right to refuse to mill any Olives that were not previously scheduled for delivery. This includes scheduled deliveries with tons in excess of original agreement amount.

**4. PICKUP**

The Customer shall pick up their Oil and bins within 48 hours after completion of the Services, unless otherwise agreed upon in advance and in writing. The Olive Press is under no obligation to store the Customer’s Oil. If the Customer does not pick up the Oil and bins within 48 hours, The Customer shall pay The Olive Press a storage cost of $75.00 per day until the Oil and bins are picked up.

1. **Containers**

The Olive Press will provide containers and charge the Customer for those containers at the rates set forth in The Olive Milling Services and Equipment Fee Schedule. The Olive Press will choose the appropriate type and size of container depending on availability and gallons produced, unless the Customer requests a certain container before milling.

1. **Oil Containers**

If the Customer brings in used containers, they will be filled in the condition in which they arrive at The Olive Press. The Olive Press cannot be responsible for cleaning used containers, and the quality of the Oil will be compromised if containers area is not clean, dry and odor free.

**5. CANCELLATION AND RESCHEDULING**

The Olive Press understands that weather conditions may prevent the Customer from harvesting the Olives. In that case, The Olive Press requires the Customer to communicate any and all delays 48 hours prior to the times and dates established to deliver the Olives. If the Customer does not timely notify The Olive Press of the delay, The Olive Press has the right to charge full price for milling 1 Ton of Olives. The Olive Press will attempt to accommodate the Customer on the mutually agreed upon rescheduled delivery date.

**6. RISK OF LOSS AND LIMITATION OF LIABILITY**

The Olive Press and the Customer agree that at all times the Customer shall bear the risk of any loss to the Olives or to any Oil that is extracted therefrom that is not the result of negligence on the part of The Olive Press. The Olive Press shall not be held liable for any loss resulting from any unexpected mechanical or electrical failures of the mill. The Olive Press shall have no liability from the Customer’s sale or use of the Oil after delivery to the Customer or for any defective condition of Customer’s Olives. In no event shall The Olive Press be responsible for any claim, liability or loss by Customer in excess of the fees received by The Olive Press for its Services.

**7. UTILITY SERVICE FAILURE**

The Olive Press and the Customer agree that The Olive Press is not responsible for any delays in processing or Olive damage resulting from a utility service failure or reduction such as a partial or total power outage occurring while the Customer’s Oil or related products are under the control of The Olive Press. The Olive Press will take reasonable steps to protect the Customer’s Olives and Oil in the event of such utility shut down but is not responsible for any delay or damage resulting directly or indirectly from a utility service interruption.

**8. ENTIRE AGREEMENT**

Each delivery receipt and The Olive Press invoice shall be part of this Agreement (whether or not physically attached hereto).

**Attachment A**

**OLIVE MILLING SERVICES and EQUIPMENT FEE SCHEDULE**

**Minimum Weight – 850 lbs**

**MILLING CHARGES**

**NON-ORGANIC**

Minimum Milling Charge (2000lbs or less) $600.00 per ton

Minimum Waste Disposal Fees (2000lbs or less) $85.00 per ton

Milling Charge 2000lbs or more $.30 a pound

Waste Disposal Fees 2000lbs or more $.05 a pound

**ORGANIC MILLING CHARGES (MUST SUBMIT CCOF CERTIFICATIONS AND PROFILE BEFORE MILLING)**

Minimum

Certified Organic Milling Charge $675.00 per ton

Waste Disposal Fees $85.00 per ton

Milling Charge 2000lbs or more $.35 a pound

Waste Disposal Fees 2000lbs or more $.05 a pound

**Containers:**

**55 Gallon (Open Head) food grade plastic drum $90.00**

**30 Gallon food grade plastic drum $70.00**

**5 Gallon food grade plastic tote $35.00**

**Customer-provided container *no charge***

**To schedule an appointment, contact:**

**Teresa Hernando**

**thernando@theolivepress.com**

**707-931-7544**

**Deliveries will not be accepted without an appointment!**