**SPOT PURCHASE WINE GRAPE AGREEMENT**

**DATED:**

**BETWEEN:**

......................................................................................................................................................................................................

(hereinafter referred to as the “Winery”)

**AND**

......................................................................................................................................................................................................

(hereinafter referred to as the “Grower”)

**IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. The Winery agrees to purchase and the Grower agrees to sell the variety (ies) and quantity of grapes at the prices per tonne listed in the Schedule 1 for this Vintage

Year \_\_\_\_\_\_\_\_\_\_\_

2. The Winery acknowledges that it has had the opportunity to inspect the grapes and has satisfied itself as to the variety/clone (if relevant) and quality of those grapes.

3. The timing of harvest and delivery will be determined by the \*Winery/Grower at or on

*\*Delete which is inapplicable*

1. The following date and time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. At the time they reach the analytical specifications listed in Schedule 2
2. Following a vineyard assessment for maturity
3. Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Delete the options which do not apply*

4. The Winery will give the Grower reasonable notice of the harvest date having regard to the factors referred above such as optimum quality standard, weather conditions and fruit intake scheduling and the Grower undertakes to comply with that date.

5. The wine grapes shall be under the Grower’s title and risk until title passes upon acceptance by the Winery unless otherwise agreed.

6. The \*Winery/Grower shall bear the costs of harvest and the \*Winery/Grower will bear the costs of delivery of the grapes to the Winery. Both parties note that the price per tonne has been calculated taking into account these costs.

*\*Delete which is inapplicable*

7. The Winery shall not reject or downgrade the grapes unless there has been a failure to meet one or more of the documented specifications listed in Schedule 2.

8. The Winery shall pay the purchase price for the grapes as follows:

*Delete the options which do not apply*

1. The Winery shall pay the purchase price for the grapes on the date of delivery
2. The Winery shall pay the purchase price for the grapes supplied no later than

\_\_\_ days after the date of delivery

1. The Winery shall pay the purchase price for the grapes supplied no later than

\_\_\_ days after the end of the month following the month of delivery

1. The winery shall pay in three equal instalments in accordance with the SA Wine Grapes Industry Act, 1991:

* the first instalment shall be paid on or before the end of the month following the month of delivery;
* the second instalment shall be paid on or before the 30th June of this vintage year;
* the third instalment shall be paid on or before the 30th September of this vintage year.

7. The Grower shall grant to the Winery a right of entry at any reasonable time from the date of execution of this Agreement until harvest in order to inspect and sample the grapes on the condition that the Winery notify the Grower in advance of its intended inspection. The Winery will ensure that when entering a Growers property they will abide by the Grower’s standards and protocols including, but not limited to, biosecurity and work health safety.

8. The parties agree that this Agreement shall become effective after the expiration of one day after the date of its execution by both parties and that until the expiration of that 24 hour cooling- off period either party may rescind the Agreement only by notice in writing to the other. That notice shall be delivered by a method such as a personal delivery or electronic email, whichever method ensures that the other party will receive the notice within the 24 hour cooling- off period.

9. This Agreement incorporates all of the provisions of the Australian Wine Industry Code of Conduct in force at the date of its execution as published on the Australian Grape and Wine website.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first hereinbefore written.

**SIGNED by** authorised officer on behalf of the Winery:

............................................................................

Signature

………………………………………………………….

Print full name

in the presence of:

............................................................................

Signature of Witness

………………………………………………………….

Print full name

............................................................................

**SIGNED by** authorised officer on behalf of the Grower:

............................................................................

Signature

………………………………………………………….

Print full name

in the presence of:

............................................................................

Signature of Witness

………………………………………………………….

Print full name

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Australian Grape and Wine Incorporated makes no representation as to the validity or adequacy of the attached sample Spot Purchase Contract and recommends that Growers and Wineries seek their own legal advice concerning the same

**Schedule 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Variety/Clone if relevant | Geographical Indication | Patch &/or Section (sufficient to clearly identify the grapes) | Quantity/ formula for determining quantity (eg Tonnes or Hectares) | Price per tonne |
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**Schedule 2**

|  |  |
| --- | --- |
| **Specification** | **Requirement** |
| Maturity (eg Baume) |  |
| Other analytical measures |  |
| Spray diary |  |
| Container type |  |
| Additives |  |
| Delivery documentation |  |
| Maximum crop level |  |
| Handling of excess crop |  |

List any other specifications relating to Condition (eg. uneven ripening, temperature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List any other specifications relating to Purity (eg Fungal diseases, agrochemical residue and any Matter Other than Grapes (MOG))

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