



**Multi-Year Delivery Agreement (AKA Bridge Agreement)**

Allied Grape Growers, 7030 N. Fruit Ave., #115, Fresno, CA 93711

Member:

Member #:

Buyer:

Date: 1/1/2020

RECITAL: Upon execution of this Multi-Year Delivery Agreement (“Agreement”) by the parties hereto, Member agrees to waive his/her/its termination and withdrawal rights only for the vineyard acreage and/or tonnage specifically identified herein as prescribed in the association’s By-laws and deliver the below-described grapes signed into membership under the above-stated member number to the above-stated Buyer (“Buyer”) for the term designated herein. Allied Grape Growers (“AGG”) will sell, and the Buyer will purchase, the grapes in accordance with a Grape Purchase Agreement negotiated between the Buyer and AGG. This Agreement shall become supplemental to Member’s Membership Agreement with AGG, and to the extent this Agreement differs from AGG’s By-laws or the Membership Agreement signed by the Member, this Agreement shall supersede them.

The specific grapes covered by this Agreement and subject to the underlying Grape Purchase Agreement between AGG and Buyer are as follows:

Acre:	Tons:	Variety:	Location and/or Description of Vineyard:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Member agrees to deliver aforementioned grapes based upon all grapes produced on specified acreage.

If the following box is filled in, it represents the maximum tonnage allowed under contract.

This Agreement shall be binding upon the parties and shall remain in effect for the harvest seasons of XXXX through XXXX, subject only to any right of termination exercisable in accordance with the Grape Purchase Agreement between AGG and Buyer.

Member hereby waives his/her/its right to cause a termination of his/her/its membership only for the vineyard acreage and/or tonnage specifically identified herein in AGG for the period of the term of this Agreement, by reason of resignation or withdrawal under Section 3.01(d) of AGG’s By-laws or discontinuance of producing grapes under Section 3.01(c).

In addition to Member's obligations under Section 3.01(c) of AGG's By-laws resulting from a Member's bona fide sale, alienation, or termination of his/her/its interest in the lands on which the grapes are grown, Member agrees that in the event of any sale, lease or other transfer of such lands, Member will cause the buyer, lessee or transferee, through written consent, to continue delivering the grapes covered by this Agreement for the entire term of this Agreement and the Grape Purchase Agreement between AGG and Buyer. In the absence of written consent of the obligations of successors in interest, and in addition to all other remedies afforded AGG under applicable law and the association's By-laws (including liquidated damages and specific performance under Sections 6.10 and 6.11 thereof), Member also agrees to defend and indemnify AGG against any claim made or loss, liability or damage suffered by Buyer in the event Member sells, leases, or otherwise transfers the lands on which the grapes are grown, and the buyer, lessee, or transferee refuses to deliver the grapes to the Buyer for the remaining term of this Agreement and the Grape Purchase Agreement between AGG and Buyer. Member agrees to immediately provide AGG written notice of any sale, lease, or other transfer of any interest or loss of control in the lands on which the grapes are grown. The Grape Purchase Agreement between Buyer and AGG may provide for Buyer termination, at their option, following any change of ownership or control of the lands on which grapes are grown. In the event Buyer terminates the Grape Purchase Agreement under this option, Member (or any buyer, lessee or transferee) will not be subject to the performance obligations as stated herein and likewise, AGG will not be obligated to offer the continuation of said agreement to Member (or any buyer, lessee or transferee).

Member agrees that in the event of his/her death or Member entity dissolution during the term of this Agreement, this Agreement shall apply to his/her/its heirs, executors, administrators, assigns, and/or successors-in-interest. The Grape Purchase Agreement between Buyer and AGG may provide for Buyer termination, at their option, following the death of Member. In the event Buyer terminates the Grape Purchase Agreement under this option, Member's heirs, executors, administrators, assigns, and/or successors-in-interest will not be subject to the performance obligations as stated herein, and likewise, AGG will not be obligated to offer the continuation of said agreement to Member's heirs, executors, administrators, assigns, or successors-in-interest.

Assignments and/or Liens: Member warrants that the vineyards described above are not subject to any assignments, liens or encumbrances, except the following: \_\_\_\_\_  
\_\_\_\_\_

Signatures and acceptance:

Member: \_\_\_\_\_ AGG Officer: \_\_\_\_\_

The foregoing shall be binding upon the parties only if the Buyer executes a Grape Purchase Agreement with AGG for the specific grapes and harvest seasons indicated herein.