



Contract for Sale of Hops

This Contract for Sale of Hops made this ___ day of _____, 20__ by and between Kelly Ridge Farms, LLC (“Seller”) with its principal place of business at 30558 Old Saltworks Road Meadowview, Virginia and _____, (“Buyer”) with its principal place of business at _____, for the purchase of the hop varieties described below:

Qty. (lbs)	Variety	Type (Wet, Dried, Pellet)	Price/lb	Total
-	-	-	TOTAL:	

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 of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney 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.

3. Acceptance. Buyer will have the right to inspect the hops upon receipt, and within one (1) business day after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the hops, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer.

4. 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 attorney 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.

5. Taxes. All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's Responsibility except as limited by the law.

6. Governing Law. This Contract shall be governed by the laws of the State of Virginia. Any disputes brought against the Seller hereunder will be heard in the appropriate federal and state courts located in Abingdon, Virginia.

7. 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 source of supply, or casualty.

8. 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