

HAZELNUT MARKETING BOARD
29100 SW Town Center Loop W, Suite 200
Wilsonville, OR 97070
Tel: (503) 582-8420

EXPORT AGREEMENT

Agreement between the Hazelnut Marketing Board (Board) and
_____ (Agent), collectively the Parties, witnesseth:

WHEREAS, section 982.52(b) and the Administrative Rules issued pursuant to section 982.52 of Marketing Order number 982 of the Secretary of Agriculture of the United States (Secretary), regulating the handling of hazelnuts grown in Oregon and Washington (Order), provides that the sale of restricted hazelnuts for export shall be made only by the Board, but that a handler may be permitted to act as agent of the Board upon such terms and conditions as the Board may specify, in negotiating export sales; and

WHEREAS, the Agent is a handler of hazelnuts and is subject to the provisions of Order and desires to be permitted to act as an agent of the Board in negotiating export sales of Agent's own restricted hazelnuts;

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. Agent is hereby authorized on behalf of the Board to quote and, subject to the Board's approval, to contract for sale and sell, in export, in Agent's own name and under its own brand, to countries designated by the Board, restricted hazelnuts held by Agent as a packer. Such quotations, contracts and sales shall conform strictly to prices, terms, and conditions as are prescribed or modified from time to time by the Board.
2. Agent, delivering such hazelnuts to the Board pursuant to this Agreement, shall assume all risk and expense of such hazelnuts and shall take all steps customary in the industry to protect such hazelnuts with insurance and with suitable storage and transportation conditions, after delivery thereof to the Board and prior to final sale and delivery to the buyer. Agent shall also have full responsibility for compliance with all laws, rules, and regulations of any government which may be applicable to such export sale and for securing whatever license or other authority for export may be required. Agent hereby indemnifies the Board against all claims, loss or liability in connection with the holdings, quotation, sale, transportation, export, and delivery of said hazelnuts and the remittance and collection of the proceeds there from.
3. Upon completion of any sale of such hazelnuts in export, Agent shall submit to the Board a report of consummation of export sale on form F/H Form 1(b), which shall show the quantity, size, lot number, inspection certificate number, proceeds of sale, destination and date of shipment and shall be supported by a copy of Agent's invoice to the foreign buyer. The Agent will also furnish the Board with copies of invoices of intermediate buyers, if any, to foreign buyers which shall include a statement that such hazelnuts are being delivered subject to the requirement that the consignee shall not re-export them to the United States, "on-board" ocean bill of lading, or a bill of lading in "received for shipment" form, bearing an on-board endorsement certified by an agent of the marine or air carrier for shipment to countries other than Canada or Mexico, or, as to these two countries, a "landing certificate" issued by an official of the country of destination or such other documents, approved by the Board, evidencing arrival at destination, duty and taxes paid.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0178. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

4. Agent agrees to observe such accounting procedures and to execute such instruments as may be necessary or desirable to enable the Board to obtain payment under any export and diversion agreement or other similar agreement between the Board and the United States of America during the period covered by this Agreement.

5. This Agreement shall remain in full force and effect until terminated by either Party or thirty days written notice to the other. Such termination shall not affect any of the rights which may have accrued to either Party at the time of termination.

6. Any dispute arising hereunder between the Parties shall be settled by arbitration before a panel of three arbitrators, one of whom shall be selected by the Board, one by the Agent, and the third by the first two arbitrators. The decision of the arbitrators shall be final and binding upon the Parties hereto and it is hereby agreed by the Agent and by the Board that judgment of a court of suitable jurisdiction in Oregon shall be entered upon any arbitration award made under this contract.

IN WITNESS WHEREOF, the Board has hereunto subscribed its name by its Manager thereunto duly authorized, and the Agent has hereunto, if an individual, subscribed his name, and if a corporation, caused its corporate name to be subscribed and its corporate seal to be affixed by an officer thereunto duly authorized.

Date

Agent

By

Title

HAZELNUT MARKETING BOARD

Manager

NOTE: "Hazelnuts" means hazelnuts or filberts produced from the tree of the genus corylus.

No authorized agent status for handlers to export certified merchantable restricted filberts can be established unless a completed export agreement is executed (7 U.S.C. 608(d), 7 CFR 982.52(b), 982.452(b)).

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.