

**APPLICATION AND AGREEMENT FOR
DEHYDRATOR ON-PREMISE INSPECTION SERVICES
RELATING TO RAISINS
FOR THE CROP YEAR 2006-2007**

RAISIN ADMINISTRATIVE COMMITTEE

ADMINISTERING FEDERAL RAISIN ORDER NO. 989 AS AMENDED

3445 NORTH FIRST STREET, SUITE #101

P.O. BOX 5217

FRESNO, CALIFORNIA 93755-5217

TELEPHONE: (559) 225-0520

1. ***Application*** - The undersigned dehydrator (hereinafter referred to as the Dehydrator) hereby applies to the Raisin Administrative Committee (hereinafter referred to as the RAC) for the approval of on-premise inspection services relating to natural condition raisins produced at the Dehydrator's plant(s), including the premises thereat, located at _____ (hereinafter referred to collectively as "Dehydrator's premises").
2. ***Benefits to the Dehydrator*** - The RAC and the Dehydrator recognize that dehydrator on-premise inspection services, to be furnished by the Processed Products Standardization and Inspection Branch of the United States Department of Agriculture (hereinafter referred to as Inspection Service) will facilitate production by the Dehydrator of standard raisins and further the attainment of the raisin quality control objectives of Raisin Order No. 989, as Amended (7 CFR Part 989), and Marketing Agreement No. 109, as Amended (hereinafter referred to as Raisin Order No. 989, as Amended).

Furthermore, the RAC will:

- a. Notify raisin packers that the Dehydrator's Application and Agreement has been approved by the RAC and that natural condition raisins produced and inspected on the Dehydrator's premises and accompanied by a memorandum report of inspection issued by the Inspection Service will not require incoming inspection at packer inspection points; and similarly notify packers of each suspension or termination hereof;
- b. Request the Inspection Service, pursuant to the Memorandum of Understanding between the RAC and the Inspection Service, to do the following:
 - (i) Advise the Dehydrator regarding raw material, handling and processing and sanitary practices which the Inspection Service finds unsatisfactory;
 - (ii) Inspect and certify, at the request of the Dehydrator, all natural condition raisins which the Dehydrator produces by subjecting raisin variety grapes to artificial heat (hereinafter referred to as dehydrated raisins).

- (iii) Certify dehydrated raisins as to whether or not they meet the then applicable minimum grade and condition standards for such raisins, established pursuant to Raisin Order No. 989, as Amended;
 - (iv) Observe all reconditioning of dehydrated raisins;
 - (v) Establish a fee to the Dehydrator for the services rendered at the same rate per ton of dehydrated raisins as is charged raisin packers;
 - (vi) Report to RAC failures of the Dehydrator to comply with the terms and conditions of this Application and Agreement.
3. **Prerequisites for Approval of Application and Agreement** - Before RAC will approve this Application and Agreement, the Dehydrator must arrange with the Inspection Service for on-premise inspection services and must submit to RAC a statement by the Inspection Service that (a) the Dehydrator has the necessary equipment for proper processing by dehydration; (b) the sanitary condition of the Dehydrator's premises (including the plant(s) and equipment) is satisfactory; (c) adequate laboratory facilities are available at the Dehydrator's premises; and (d) the Dehydrator has made satisfactory arrangements with the Inspection Service for inspection services.
4. **Dehydrator's Obligations upon Approval of Application and Agreement** - In consideration of the benefits from on-premise inspection services and of RAC approval of this Application and Agreement, the Dehydrator hereby agrees:
- a. **Sanitation** - To use only sound raw material which has been handled and, when stored, stored under sanitary conditions and is suitable for processing; to maintain Dehydrator's premises (including plant(s) and equipment) in such sanitary condition and to employ such methods of handling and storing raw materials for processing as is acceptable to the Inspection Service. These methods shall include, but not be limited to: pre-washing, sorting, box washings, and protection of the finished product;
 - b. **Laboratory Facilities** - To maintain adequate laboratory facilities as determined by the Inspection Service;
 - c. **Reconditioning** - To recondition any dehydrated raisins only in the presence of an inspector of the Inspection Service in conformity with procedures acceptable to such Service;
 - d. **Inspection of Raisins** - To request the Inspection Service to inspect all dehydrated raisins which are produced on Dehydrator's premises prior to their removal from the premises and to provide the inspector, at the Dehydrator's expense, with any assistance necessary to the inspection of dehydrated raisins;

- e. **Identification of Production** - To affix to each pallet of dehydrated raisins a pallet identification card showing at least such information as the plant where produced, date of production and pallet number. If the raisins are not palletted, each day's production must be kept separate and apart from other raisins and identified as required by the Inspection Service.
- f. **Segregation** - To keep inspected dehydrated raisins that are eligible to be certified, or are certified, as standard or off-grade raisins, separate and apart from each other and from other raisins;
- g. **Movement of Inspected Raisins** - To move inspected dehydrated raisins on or from Dehydrator's premises only in the presence of an inspector of the Inspection Service;
- h. **Request for Memorandum Report** - To furnish the Inspection Service with a completed appropriate RAC form requesting issuance of a memorandum report of inspection at the time of loading inspected dehydrated raisins for delivery to any packer's inspection point;
- i. **Memorandum Report to Packer** - To furnish to the packer at the time of the receipt of such dehydrated raisins at the packer's inspection point the original and one copy of the Inspection Service's Memorandum Report of Inspection, showing that such dehydrated raisins have been inspected (this may be accomplished by having such original and copy accompany the shipment of dehydrated raisins from Dehydrator's premises to the packer's inspection point);
- j. **Records** - To maintain complete records of his daily production, disposition and reconditioning of dehydrated raisins, and retain such records for two (2) years from the date of this application;
- k. **Reports** - To file promptly with the RAC certified reports showing such information as the RAC may request relative to the Dehydrator's production, holdings, reconditioning and disposition of dehydrated raisins; **monthly RAC-32 Report of Disposition of Off-Grade Raisins, Other Failing Raisins and Raisin Material is due 7th day of the month.**
- l. **Access to Records and Premises** - To permit the RAC, the Inspection Services and the Secretary of Agriculture, through their duly authorized representatives, to have access to Dehydrator's premises, to inspect such premises and any grapes or raisins thereon, and any and all records with respect to Dehydrator's production, holdings, reconditioning, and disposition of dehydrated raisins;
- m. **RAC and Inspection Service Not Liable** - That neither RAC nor the Inspection Service shall be liable for mistakes, errors in judgment, acts of commission or omission, or for any reason, in connection with the subject matter of this Application and Agreement;

- n. **Suspension** - That in case the Dehydrator fails to comply with any of the terms or conditions of this Application and Agreement with respect to particular dehydrated raisins, RAC may suspend the applicability hereof to the receipt of such raisins at a packer's inspection point(s) without incoming inspection and, in case of continuing non-compliance by the Dehydrator, the RAC may suspend for such period of time as it deems advisable in the circumstances, or may terminate this Application and Agreement upon giving written notice of such action to the Dehydrator;
- o. **Termination** - Termination of this Application and Agreement may be effected by the RAC, as herein provided, or by the Dehydrator giving advance written notice thereof to the RAC.

5. **Signature and Approval**

Dehydrator Applicant	<u>Raisin Administrative Committee</u>
Address	General Manager
City, State, Zip Code	Date
Signature of Authorized Agent	
Title	
Date	

This report is required by law (7 U.S.C. 608(d), 7 CFR 989.158(e)(1)). Failure to report can result in a fine of \$1,100 for each such violation and each day during which such violation continues shall be deemed a separate violation.

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