

## AGENCY AGREEMENT FOR RESERVE WALNUTS (EXPORTS)

THIS AGREEMENT, made as of this first day of September, \_\_\_\_\_ between the CALIFORNIA WALNUT BOARD (hereinafter referred to as the "Board") and (hereinafter called the "Agent").

WITNESSETH, that:

WHEREAS, Section 984.56 of Marketing Order No. 984, as amended, regulating the handling of walnuts grown in California (hereinafter referred to as the "Order"), provides that the sale of reserve walnuts for export can be made only by the Board; and

WHEREAS, Section 984.56(b) of the Order provides that a handler may be designated to act as an agent of the Board to make export sales under such terms and conditions as the Board may specify; and

WHEREAS, Agent is a handler of walnuts, is subject to the provisions of the Order, and desires to be designated to act as agent for the Board in the export of reserve walnuts:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN the parties as follows:

1. Subject to the provisions of Section 984.56 of the Order, Agent is hereby authorized on behalf of the Board to contract for the sale and sell in export, in the Agent's name, to destinations outside the United States, Puerto Rico and the Canal Zone, reserve walnuts. Such quotations, contracts and sales shall be at not less than any minimum prices in effect established by the Board, and shall conform strictly to size and quality, and other terms and conditions as are prescribed, established or modified from time to time by the Board.
2. Sales Made in Export by Agent
  - a. Agent shall bear all expenses in connection with the sale and disposition of such walnuts and take all steps customary in the industry to protect such walnuts with insurance and suitable conditions of storage and transportation 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 which may be required. Agent hereby agrees to indemnify Board against all claims, loss of liability in connection with the holding, quotation, sale, transportation, export and delivery of said walnuts and the remittance and collection of the proceeds therefrom.
  - b. Upon completion of any sale of reserve walnuts in export, Agent shall submit to the Board a "Report of Consummation of Export Sale" in form prescribed by the Board (CWB Form B) which shall show the number and type of container, net weight of the lot, size and grade, and color classification of the walnuts if shelled, the inspection certificate number applicable to the lot, price per pound (U.S. funds), country of destination, date of shipment, and name of the carrier, and shall be accompanied by a

copy of Agent's invoice to the foreign buyer, a copy of the "on board" bill of lading bearing an on board endorsement certified by an Agent of the carrier and any other documentation which the Board may specify to adequately evidence arrival at destination. Agent will also submit copies of such other documents required by the Board to support any special discount permitted in the minimum sales price schedule.

3. Agent agrees to label all containers of reserve walnuts in accordance with requirements which are established by the Board.
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 United States of America during the period covered by this Agreement.
5. Agent agrees to and does hereby assume all responsibility for obtaining a proper agreement from the purchaser to prevent reimportation of all reserve walnuts exported or sold by him for the account of the Board. Agent will pay the Board any damages it may suffer, or expenses it may incur as a result of any failure of Agent to exercise all possible care and diligence to prevent any reserve walnuts sold and exported by him from being re-imported into the United States, regardless of whether the reimportation is made directly or indirectly by Agent or the purchaser.
6. This Agreement supersedes all prior Export Agreements between the signatories hereto, and shall remain in full force and effect until \_\_\_\_\_, unless terminated by either party on thirty days written notice to the other. Such termination shall not affect any of the rights which may have accrued to either party at time of termination.

IN WITNESS WHEREOF, the California Walnut Board has hereunto subscribed its name by its Executive Director 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.

Agent:  
By:  
Title:

#### **CALIFORNIA WALNUT BOARD**

By:

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Dennis A. Balint, Executive Director

- No walnut handler shall dispose of reserve walnuts in export markets as an agent of the California Walnut Board unless a completed Agreement is received. (7CFR 984.56(b) and 7CFR 984.456(a)).

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 5 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.

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