

RAISIN ADMINISTRATIVE COMMITTEE

3445 N. First Street, Suite 101
P.O. Box 5217
Fresno, CA 93755

RAC Storage Bin Agreement

Crop Year 20____-20____

THIS AGREEMENT applies to all RAC storage bins that are: a) allocated to a packer based on reserve pool holdings, b) rented by the packer from the RAC, and/or c) stored by the packer for the RAC. In lieu of the compensation as provided for in §989.66(f) of the Federal raisin marketing order and in §989.401 of the order's rules and regulations, the RAC offers to supply, and the packer agrees to accept, two replacement RAC storage bins to the packer for each ton of reserve raisins held by the packer on August 1, 20____.

A. Terms for Use of RAC Bins:

1. RAC storage bins will only be used to receive, handle, or store California raisins.
2. The packer will not release any RAC storage bins to its growers until the packer has signed and returned a RAC Storage Bin Agreement to the RAC.
3. The packer commits to have all RAC Bins issued to its growers returned by March 31, to facilitate inventory and repair of bins.
4. The packer commits to have all empty RAC bins, whether allocated for reserve storage, rented by the packer or stored for the RAC, stacked segregated from all other bins to aid and assist the RAC in obtaining a complete RAC storage bin inventory.
5. The packer will notify RAC field staff of any RAC bins needing repair.
6. The packer will provide the RAC with a monthly accounting of its RAC bin inventory on the *RAC Bin Control Record* (RAC-9) by the 7th of each month in accordance with reporting requirements.
7. The packer will assist RAC staff in conducting a physical inventory of its RAC bins prior to July 31.
8. The packer agrees to make RAC bins that are in excess of its reserve allocation and rental amount, available for pick-up by other packers. Bins must be empty and clean. The packer will assist and cooperate with the RAC to allow for orderly and timely transfer of RAC bins to other packers. A packer experiencing any problem in these bin transfers should contact RAC field staff immediately.
9. The packer agrees to not charge the RAC any fees for RAC bins stored at the packer's facility, and also agrees to assist or allow RAC to pick up bins without any loading fees or other charges.
10. It will be the packer's responsibility to pick up any RAC bins allocated for reserve storage or rented by the packer in excess of the packer's inventory. Page 3 of this agreement indicates the location(s) where RAC storage bins are to be picked up. The RAC will not be liable to pay any compensation resulting from the failure of the packer to pick up allocated RAC storage bins.

B. Allocation of Bins for Reserve Storage and/or Rental:

1. Allocation for Reserve Storage. RAC bins are first allocated to the packer to hold reserve raisins held beyond the current crop year. The allocation is based on a per ton basis of two RAC bins for each ton of reserve raisins held as of August 1. The packers will be notified of their allocations by August 31, and advised as to which packer(s) their excess holdings have been allocated or where bins can be picked up if their current holdings are less than their allocation. If insufficient RAC bins are available to hold the total reserve pool obligation, each packer will be allocated bins on a pro rata basis in accordance with their reserve holdings in relation with the total reserve pool and will be paid a bin rental in accordance with §989.401(c) of the Administrative Rules and Regulations for the bins needed to store reserve pool raisins in excess of the packer's pro rata allocation.
2. Bins in excess of the reserve pool obligation will be available for rent at the current rate established by the Committee and will be allocated on the basis of each packer's acquisitions.

C. Payments and Charges

1. The RAC will compensate the packer for reserve storage bins required in excess of the available RAC bin allocation (RAC Bin Deficiency) in accordance with Section 989.401(c) at a rate of 20 cents per bin per day to a maximum of \$10 per bin per year. Payment will be made as soon as practicable after January 31, in accordance with Section 989.66(f).
2. The packer will compensate the RAC \$10 per bin per year for any bins available that such packer elects to rent from the RAC. Rental payments will be due within 10 days of invoice with interest assessed a prime rate plus 2% for late payment. The packer authorizes the RAC to deduct any unpaid bin and interest charges from any RAC payments due the packer after January 31.
3. A packer who does not make excess RAC bins available upon request of the RAC will be subject to a \$20 per bin charge.
4. The packer may be charged \$4 per bin for any bin delivered for the RAC that is not empty and clean.
5. The packer may be charged up to \$50 per bin for RAC bins lost or not returned by the handlers, or for any bins damaged beyond normal repair.
6. The RAC may deny use or rental of bins to any packer or require a bond or advance payment on bins when: bin payments are chronically late or in arrears from a prior year, bins have been improperly used, required bin reports are not submitted, or reasonable custodial care of bins has not been afforded by the packer.

See page 3 for reconciliation of inventory, rental bin availability, and RAC bin transfer information.

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 five (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. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

RAISIN ADMINISTRATIVE COMMITTEE
RAC Storage Bin Agreement
 Bin Reconciliation Worksheet
 Crop Year 20__-20__

Packer:

Signature: _____ Title: _____ Date: _____

Your RAC Bin Inventory as at August 1, 20__ : _____
 (Confirmation of the RAC bins in your possession as of July 31, 20__)

Reserve Pool Holdings (lbs.) as at August 1, 20__ : _____

RAC Bin Obligation (1 bins/each 1000# reserve): _____ 0
 Replacement bins subscribed to _____

Allocation of Available RAC Bins: _____
 (Allocation based on Crop Year 20__-20__ Acquisitions and available RAC bins in good repair)

RAC Bin Deficiency - See C.1. _____ 0
 (If available total RAC bins are greater than total RAC Bin Obligation, there is no RAC Bin Deficiency)

RAC Bin Allocation Available for Rent: _____ 0
 (Allocation of RAC bins less Replacement bins subscribed to)

Your RAC Bin Inventory is short of RAC Bin Obligation Subscription by _____ 0

RAC Bins Packer Agrees to Rent (See C.2.): _____
 (Enter amount and initial next to amount) _____ (Initial)

Rental Bins
 Bins to be moved (in) / out _____
 Transfers Allocated From / (To) other packers (* see below): _____

***Bins Allocated for Transfer:**

From/(To)	Packer	Amount