

Type/Clase :	Contrat-type/Model contract /Modelo de contrato
Source/Procedencia :	Agence des exportations et importations de la République dominicaine Dominica Export Import Agency Agencia de exportaciones e importaciones de la República dominicana P.O.Box 173 Roseau République dominicaine
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DOMINICA EXPORT IMPORT AGENCY

PRODUCTION CONTRACT: HOT PEPPERS

This Agreement is made on the day of 2001, between the Dominica Export Import Agency (hereinafter referred to as The Agency) of Bay Front, Roseau, in the Commonwealth of Dominica, and Mr/Ms/Mrs, (hereinafter referred as the Farmer) of.....,in the Commonwealth of Dominica.

- c) The Agency's and The Farmer's signature appearing on this agreement constitute acceptance of the terms and conditions outlined hereunder.*

2. AGENCY

- a) The Agency agrees to purchase from The Farmer the full volume of fresh West Indian Red peppers (as indicated in Table 1) hereinafter referred to as The Peppers that meets with the market specifications (attached as Appendix A) at weekly intervals at per lb. The Peppers, packed in crates, will be collected atat in the Commonwealth of Dominica.*

- c) The Agency agrees to make payments to The Farmer for all selected peppers received at The Agency's Pack house at Melville Hall, not later than seven (7) days after delivery.*

- d) The Agency agrees to provide The Farmer with..... pepper seedlings for establishment of..... acres of peppers.*

- e) The Agency agrees to return to The Farmer all rejected peppers, after the selection process is completed.*

3. **FARMER**

- a) *The Farmer undertakes responsibility for the proper cultivation, harvesting, packaging and post-harvest handling of peppers as specified.*

- b) *The Farmer agrees to deliver to The Agency the quantities of peppers produced in the area contracted, desired market grade at per lb, and adhere to the specified time of delivery during the period commencing and terminating*

- c) *The Farmer agrees to The Agency deducting the amount of per pound of peppers received at The Agency’s Pack house at Melville Hall to cover the cost of the seedlings received.*

- d) *The Farmer agrees to return all seedling trays to The Agency within a week of receipt of seedlings.*

<i>CROP</i>	<i>GRADE</i>	<i>QUANTITY LBS</i>	<i>PRICE PER LB</i>	<i>FREQUENCY</i>	<i>COLLECTION CENTRE</i>
<i>West Indian Red peppers</i>					<i>DEXIA’s Packhouse at Melville Hall</i>

<i>Planting schedule</i>	
<i>Quantity of seedlings</i>	
<i>Farm location</i>	
<i>Farmer contact number</i>	

- 4. *Selection will be made at The Agency’s Packhouse at Melville Hall and any pepper, which does not comply with the required standards, will be rejected.*

- 5. *Price may be adjusted upon agreement of both parties, subject to clause 2 a).*

- 6. *The Farmer agrees to inform The Agency of any foreseen events and circumstances that may hinder the quality and quantity of peppers as stipulated by The Agency.*

- 7. *In the event of any flood, hurricane, drought, or any circumstances over which The farmer has no control, which causes the farmer not to fulfill his obligation determined in this agreement, such failures shall not constitute a breach of this agreement.*

- 8. *Any dispute arising out of this agreement shall be settled by negotiations. In the Event of a dead lock over any dispute The Dispute Settlement Panel shall act as Arbitrator. The dispute shall be communicated in writing to the Chairman of The Panel. The Dispute Settlement Panel shall request an investigation into all circumstances surrounding the dispute and present a decision to The Farmer and The Agency’s Management within twenty-one (21) working days of receipt of the written information on the dispute.*

- 9 *This agreement will be reviewed quarterly, commencing*

- 10 *I have read the terms and conditions in this agreement and I fully understand and accept them.*

Signed: (Farmer) this day of 2001

Signed: (Witness) this day of 2001

Signed: (Agency) this day of 2001