

# SUPPORT SERVICES FOR TOTAL NITROGEN APPLIED REPORTING AGREEMENT

THIS SUPPORT SERVICES FOR TOTAL NITROGEN APPLIED REPORTING AGREEMENT (this "Agreement") is by and between Vineyard Team, a California nonprofit mutual benefit corporation ("VT") and \_\_\_\_\_  
Management Company on Behalf of Company Name OR Company Name

a \_\_\_\_\_ ("Grower"), and is effective as of \_\_\_\_\_  
Company Type (i.e. Corporation, LLC, etc.) Today's Date

## 1. DEFINITIONS.

Terms with initial capital letters used and not defined elsewhere in this Agreement shall have the meanings set forth below, unless the context requires otherwise.

- a. "AGL" shall mean the Ranch identification number for Irrigated Lands Program.
- b. "Board" shall mean California Central Coast Regional Water Quality Control Board Region 3.
- c. "Certification Agreement" shall mean the "Sustainability in Practice Vineyard Certification Agreement" entered into between Grower and VT and related to the Certified Vineyard.
- d. "Certified Vineyard" shall mean Grower's vineyard, or portion thereof, certified in accordance with the Program.
- e. "INMP" shall mean the Irrigation and Nutrient Management Plan.
- f. "Preservation" shall mean Central Coast Water Quality Preservation, Inc.
- g. "Program" shall mean Sustainability in Practice™ Certified Vineyard Program
- h. "Requirements" shall mean the General Waste Discharge, Requirements for Discharges from Irrigated Lands (Ag Order 4.0).
- i. "TNA" shall mean the Total Nitrogen Applied.

## 2. SCOPE OF SERVICES

VT shall assist Grower in the reporting requirements of its Certified Vineyard with the Board. As such, on or before December 5 of the current Term, Grower will provide VT with the raw data ("Raw Data") related to the TNA and INMP of its Certified Vineyard and necessary to comply with the Requirements. VT will convert units to match reporting requirements and present the Raw Data in the prescribed forms used by Preservation (such formatted data to be called "Formatted Data"), the third-party consultant in charge of uploading the data with the Board. Grower grants VT the authority to provide the Formatted Data to Preservation, so that Preservation could submit the Formatted Data to the Board on Grower's behalf. IMPORTANT: all acres in a single AGL must be SIP Certified to participate. SIP Certified Growers with a partially SIP Certified AGL can split it into two by working with VT and Preservation staff.

## 3. CONSIDERATION.

In consideration for the continuing (i) payment of the certification fees paid by Grower to VT under the Certification Agreement and (ii) compliance with the Program standards, the support services under this Agreement shall be provided by VT to Grower without any extra-charges.

## 4. ACCURACY OF RAW DATA AND ROLE OF VT; AUTHORITY TO SIGN.

The Grower represents and warrants that the calculations related to the TNA and INMP are accurate. Its self-selected inspector(s) will review its Chapter 14 SIP Certified Standards submissions. VT shall not alter Raw Data and shall not interpret them relying completely on Grower for their accuracy. Without shifting the responsibility or creating an obligation for completeness and accuracy of the Raw data to or upon VT, VT shall look for outliers in the numbers and work with Growers to make the corrections if needed. If Grower is represented by a management company, such management company hereby represents and warrants it has full authority to enter into this Agreement, represent Grower, act on its behalf and perform the various tasks under this Agreement.

## 5. INDEMNIFICATION.

- a. Grower hereby agrees to defend, indemnify and hold VT and its agents, employees, and representatives harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees), arising out of the performance of the Services, including without limitation any claims or suits against any of them by reason of or alleging any inaccuracy in the Formatted Data.
- b. VT shall give Grower prompt notice of any claim asserted against VT on the basis of which VT intends to seek defense and/or indemnification from Grower as herein provided (but the obligations of the Grower under this Paragraph shall not be conditioned upon the receipt of such notice). The defense and indemnification provisions of this Paragraph 5 shall not require payment as a condition precedent to recovery.

## 6. TERM.

This Agreement shall become effective on the date first set forth above and shall continue in effect for one (1) year from the date hereof, unless terminated

earlier as set out below. This Agreement shall be renewed automatically for succeeding terms of one (1) year each unless either party gives written notice to the other at least ninety (90) days prior to the expiration of then current term of its intention not to renew.

## 7. TERMINATION.

VT shall have the right to terminate this Agreement without prejudice to any other rights which it may have, whether under the provisions of this Agreement, in law or in equity or otherwise, upon thirty (30) days prior written notice to Grower.

## 8. NOTICES.

All notices which either party hereto is required or may desire to give to the other shall be given by addressing the same to the other at the address provided below, or at such other address as may be designated in writing or by facsimile by any such party in a notice to the other given in the manner described in this Paragraph. All such notices shall be sufficiently given when the same shall be received by facsimile or after such notice is deposited so addressed, postage prepaid, in the United States mail. The date of actual receipt of such facsimile or mail shall be the date of the giving of such notice.

## 9. NO PARTNERSHIP OR JOINT VENTURE.

This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or agency between Grower and VT. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

## 10. NO ASSIGNMENT.

The rights granted to Grower pursuant to this Agreement are personal to Grower and Grower shall not assign, transfer or sub-license any or all of the rights granted herein to any third party without the written consent of VT. Grower shall not pledge or encumber this Agreement as security or collateral for any obligation of Grower.

## 11. ENTIRE AGREEMENT; WAIVER, MODIFICATION.

This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements between the parties hereto. No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein.

## 12. DISPUTE RESOLUTION.

- a. Any other dispute or disagreement between the parties hereto arising out of or relating to this Agreement shall be settled by binding arbitration in San Luis Obispo County, California, under the rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction.
- b. This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to the conflict of laws principles thereof.

## 13. SEVERABILITY.

If any provision of this Agreement is invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstance.

## 14. COUNTERPARTS; DIGITAL SIGNATURES.

This Agreement may be signed and delivered in counterparts. It may be signed and delivered by each Party either (i) by facsimile or (ii) digitally through the use of EchoSign, DocuSign, or other software that results in verified and confirmed signatures delivered digitally to each Party. Each such digital signature of a Party shall be treated as an original as if personally signed by that Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the date first written above.

COMPANY: Vineyard Team

COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: Beth Vukmanic

PRINTED NAME: \_\_\_\_\_

TITLE: Executive Director

TITLE: \_\_\_\_\_