

Hawaii Coffee Association

Online Green Coffee Auction

Lot Submission Agreement

(All information must be provided)

Grower Name: _____

Farm or Brand Name: _____

Address: _____

Phone Number: _____

BRING A SIGNED COPY OF THIS AGREEMENT AND A CHECK FOR TWENTY-FIVE DOLLARS (\$25.00) FOR EACH LOT WHEN YOU DELIVER YOUR AUCTION COFFEE. THE CHECK SHOULD BE MADE OUT TO HAWAII COFFEE ASSOCIATION ONLINE GREEN COFFEE AUCTION

I wish to offer the following lot(s) of Hawaiian green coffee for auction in the Hawaii Coffee Association Online Green Coffee Auction.

Variety of Green Coffee _____

Geographic Origin e.g. Kona or Maui _____

Lot Size Lbs. _____ (plus 13 non-returnable pounds for samples and cupping)

TMK where grown _____

Preparation: Traditional Wet Process Dry Natural Pulped Natural (Honey) Dry Ferment
 Other _____

Special Characteristics (e.g. organic) _____

Reserve Price _____

Conditions:

1. Grower agrees to deliver the lot(s) between March 4, 2019 and March 8, 2019. Maui growers will deliver their green coffee lot(s) to Maui Oma Roasting Company, all other islands will deliver their lot(s) to Greenwell Farms in Kealahou.
2. Grower understands that the green coffee beans must be packed in plastic grain bags inside of a burlap bag. The plastic bag should be twisted shut, folded over and closed with an electrical tie. To meet HDOA standards for shipping two more plastic grain bags must be included for each bag,
3. Grower understands that 13 pounds will be taken from each unique lot for sample sale and cupping. Hawaii Coffee Association will use the proceeds from the sale of samples to offset the expenses of the auction.
4. Grower understands that the lot(s) will be cupped and must score 84 points to advance to the auction. In the event the lot(s) does not score 84 points Grower will be notified and will pick up the coffee lot(s) within 7 days. Coffee lots not picked up timely will be donated to charity.
5. Grower affirms that it has legal ownership of and the right to sell all lot(s) submitted.
6. Grower understands and agrees that the Hawaii Coffee Association will deduct a 10% auction fee from the proceeds of the auction lot(s).
7. In the event that a bidder fails to pay for an auction lot, the Grower will be notified and asked if they want to offer the lot to the second highest bidder. In the event that the lot(s) do not sell in the auction, Grower will be notified and will have seven days to pick up the lot(s). Any lots not picked up on a timely basis will be contributed to charity.
8. Grower understands that while the auction lot(s) are in the possession of the Hawaii Coffee Association they will be insured for loss or damage. In the event of any loss or damage Grower agrees to accept the insurance proceeds as full value for the coffee lot(s).
9. Hawaii Coffee Association will remit to Grower the proceeds of the auction less the auction fee within thirty days after receipt of the proceeds from the winning bidder.
10. This agreement is the full and complete agreement between Grower and the Hawaii Coffee Association and it supersedes any other representation or agreement, either oral or written. If any part of this agreement is held to be unenforceable the other parts of the agreement shall remain in full force and effect and any part that is found to be unenforceable shall only be limited so that is enforced to the fullest extent permitted by law.
11. Any and all matters in dispute arising from or relating to this agreement which remain unresolved after direct negotiation between the parties, shall first be submitted to confidential mediation in accordance with the Rules, Procedures and Protocols for Mediation of Dispute Prevention & Resolution, Inc., then in effect. The parties agree that a good faith attempt to resolve all issues in mediation is a pre-condition to further adversarial proceedings of any kind. The mediation will take place in Kona, Hawaii.

12. If mediation fails then Grower and the Hawaii Coffee Association will submit the dispute to Arbitration under the rules of the American Arbitration Association. The arbitration will take place in Kona, Hawaii.

13. If any arbitration is brought by either party, the prevailing party shall be entitled to recover from the other party the cost of arbitration, plus reasonable attorney's fees and expenses.

14. This agreement shall be construed in accordance with, and enforced under, the laws and regulations of the State of Hawaii.

I have read, understand and agree to the conditions of the Hawaii Online Green Coffee Auction.

Grower

Date